IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

MAGGIE TSAVARIS,

Plaintiff,

v.

SAVANNAH LAW SCHOOL, LLC, a Georgia Limited Liability Company; JOHN MARSHALL LAW SCHOOL, LLC, a Delaware Limited Liability Company; JOHN MARSHALL LAW SCHOOL, a Georgia Corporation; JMLS 1422, LLC, a Delaware Limited Liability Company; MICHAEL C. MARKOVITZ, individually; MALCOLM MORRIS, individually,

Defendants.
_____/

CASE NO: CV418-125

JURY TRIAL REQUESTED

COMPLAINT

Plaintiff Maggie Tsavaris ("Ms. Tsavaris") hereby files the following Complaint against Defendants SAVANNAH LAW SCHOOL, LLC; JOHN MARSHALL LAW SCHOOL, LLC; JOHN MARSHALL LAW SCHOOL; *JMLS 1422, LLC*; MICHAEL C. MARKOVITZ, and MALCOLM MORRIS (collectively, "Defendants"), and alleges as follows:

INTRODUCTION

1. Ms. Tsavaris is a former tenure-track associate professor of law at Savannah Law School. Defendants terminated Ms. Tsavaris in violation of her rights under the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 ("ADEA"); Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e to e-17, as amended ("Title VII"); and Americans with Disabilities Act of 1990, as amended by the

ADA Amendments Act of 2008, 42 U.S.C. §§ 12101-12213 ("ADAAA"). Defendants also committed acts of Defamation, Tortious Interference with Potential Business Relations, Negligent Misrepresentation/Deceit, Breach of Contract, and Negligent Infliction of Emotional Distress.

JURISDICTION AND VENUE

2. Ms. Tsavaris brings claims created by federal law, over which this Court has original jurisdiction, along with state law claims so related that they form part of the same case. *See* 28 U.S.C. §§ 1331, 1367.

3. Venue in this district (Southern District of Georgia, Savannah Division) for this civil action is proper under 28 U.S.C. § 1391 because all or a substantial majority of the Defendants' unlawful employment practices, acts, or omissions giving rise to the claims occurred in this judicial district. *See* 28 U.S.C. § 1391; S.D. Ga. L.R. 2.1(b).

4. This Court has personal jurisdiction over these Defendants pursuant to Federal Rule of Civil Procedure 4 because each Defendant resides in, and/or is authorized to transact business within, the State of Georgia. *See* Fed. R. Civ P. 4.

THE PARTIES

5. Ms. Tsavaris is a citizen of the United States and a resident of Chatham County, Georgia and submits herself to the jurisdiction of this Honorable Court.

6. Defendant Savannah Law School, LLC ("Savannah Law School") is a for-profit Georgia Limited Liability Company doing business in the State of Georgia. Savannah Law School owns, controls, operates, and/or does business as Savannah Law School and, at all times material to this lawsuit, maintained its principal office address in Atlanta, Georgia and its physical center of operations at 516 Drayton Street, Savannah,

Georgia 31401, the location at which Ms. Tsavaris was employed and where the acts giving rise to this lawsuit occurred. Savannah Law School may be served with process pursuant to Federal Rule of Civil Procedure 4 by service on its registered agent, Malcolm Morris, at: 1422 W. Peachtree Street NW, Atlanta, Georgia 30309.

7. Defendant John Marshall Law School, LLC ("JMLS DE") is a for-profit Delaware Limited Liability Company that maintains its principal office in Atlanta, Georgia. JMLS DE owns, controls, operates, and/or does business as Atlanta's John Marshall Law School ("AJMLS"). In 2011, AJMLS received approval from the American Bar Association ("ABA") to open a Savannah branch campus beginning with the Fall 2012 semester, and AJMLS and Savannah Law School share the same dean (Defendant Malcolm Morris) and Board of Directors, on which Defendant Michael C. Markovitz sits as Treasurer. JMLS DE owns, controls, and operates Defendant Savannah Law School as a branch of AJMLS. JMLS DE may be served with process pursuant to Federal Rule of Civil Procedure 4 by service on its registered agent, Malcolm Morris, at: 1422 W. Peachtree Street, NW Atlanta, Georgia 30309.

8. Defendant John Marshall Law School ("JMLS GA") is a Georgia non-profit corporation that maintains its principal office in Atlanta, Georgia. JMLS GA owns, controls, operates, and/or does business as AJMLS. The CEO of JMLS GA is Defendant Malcolm Morris. JMLS GA, along with JMLS DE (collectively, "the JMLS Defendants"), owns, controls, and operates Defendant Savannah Law School as a branch of AJMLS. JMLS GA may be served with process pursuant to Federal Rule of Civil Procedure 4 by service on its registered agent, Malcolm Morris, at: 1422 W. Peachtree Street NW, Atlanta, Georgia 30309.

9. Defendant JMLS 1422, LLC ("JMLS 1422") is a Delaware Limited Liability Company that maintains its principal office in Atlanta, Georgia. JMLS 1422 owned the building in which Savannah Law School, at all times material to this lawsuit, maintained its center of operations at 516 Drayton Street, Savannah, Georgia 31401, the location at which Ms. Tsavaris was employed and where the acts giving rise to this lawsuit occurred. It also owns the building in which AJMLS is housed. On information and belief, the sole member of JMLS 1422 is a Trust that purchases and owns real estate, the Trustee of which is Defendant Michael C. Markovitz, who also is President of JMLS 1422. JMLS 1422 may be served with process pursuant to Federal Rule of Civil Procedure 4 by service on its registered agent, Michael C. Markovitz, at: 1422 West Peachtree Street, 7th floor, Atlanta, Georgia 30309.

10. Defendant Michael C. Markovitz ("Defendant Markovitz") is a citizen and resident of Sarasota County, Florida. Defendant Markovitz, individually and/or acting in concert with Defendant Morris and/or others, owned, controlled, and/or operated Defendants Savannah Law School, the JMLS Defendants, and JMLS 1422. Defendant Markovitz may be served with process pursuant to Federal Rule of Civil Procedure 4 by service at his business address of 1422 West Peachtree Street NW, 7th floor, Atlanta, Georgia 30309.

11. Defendant Malcolm Morris ("Defendant Morris") is a citizen and resident of Fulton County, Georgia. Defendant Morris, individually and/or acting in concert with Defendant Markovitz and/or others, owned, controlled, and/or operated Defendant Savannah Law School and the JMLS Defendants. Defendant Morris may be served with

process pursuant to Federal Rule of Civil Procedure 4 by service at his business address of 1422 W. Peachtree Street NW, Atlanta, Georgia 30309.

12. Defendants Morris and Markovitz can be sued individually and cannot hide behind the corporate veil where they have, among other things, directly participated in willful and reckless violations of federal statutes and state law, attempted to defeat justice, and attempted to evade statutory, contractual, and tort responsibilities in their roles, and they run the Defendant companies in such a fashion that the companies are the alter egos of Defendants Morris and/or Markovitz as follows:

a) Defendant Morris is dean of both Defendant Savannah Law School and AJMLS and CEO of JMLS GA;

b) Defendant Markovitz is Trustee and President of JMLS 1422; a member of the board of directors of Savannah Law School and AJMLS; and owns, directs, controls, and/or operates the JMLS Defendants.

c) In these roles and alter egos, each Defendant, individually or acting in concert with the other and/or with others, owns, controls, directs, and/or operates Savannah Law School and AJMLS, and is responsible for the policies, procedures, practices, and decisions implemented at Savannah Law School, in particular the decision to wrongfully terminate Ms. Tsavaris in violation of the ADA, the ADEA, and Title VII, and in commission of acts of Defamation, Tortious Interference with Potential Business Relationships, Negligent Misrepresentation/Deceit, Breach of Contract, and Negligent Infliction of Emotional Distress, all of which have directly resulted in immediate, severe, and ongoing injury and damages to Plaintiff Ms. Tsavaris.

COMPLIANCE WITH PROCEDURAL REQUIREMENTS

13. All conditions precedent to this lawsuit have been fulfilled and all administrative remedies have been exhausted prior to filing this lawsuit pursuant to Title VII, the ADA, and the ADEA.

14. Ms. Tsavaris filed a Charge of Discrimination with the U.S. Equal Employment Opportunity Commission ("EEOC") within 180 days of the occurrence of the discrimination and other unlawful acts that led to her ultimate termination.

15. Ms. Tsavaris requested and was issued her Notice of Right to Sue (Issued on Request) by the EEOC on March 1, 2018. Whereupon, Ms. Tsavaris timely filed this lawsuit within 90 days of her receipt of that Notice in this federal district court.

STATEMENT OF FACTS

16. After practicing law for six years and teaching at three fine law schools for four years, Ms. Tsavaris was hired as a tenure-track Associate Professor by Defendant Savannah Law School via the AJMLS/Savannah Law School then-Dean Richardson Lynn. Her employment commenced on August 1, 2013. During the four years she worked as a tenure-track Associate Professor at Savannah Law School, she dedicated thousands of hours to teaching her students powerful legal writing skills that helped them pass the bar, secure jobs, helped them excel at those jobs and, for some, assisted them in starting their own law firms.

17. In January 2017, halfway through her fourth year of teaching at the Law School, Ms. Tsavaris was suddenly and without any warning whatsoever issued a termination notice by Defendant Malcolm Morris, a termination which cannot be justified

on any ground because Ms. Tsavaris is a highly qualified and accomplished legal writing professor.

18. Ms. Tsavaris received her Juris Doctor degree from the University of Miami School of Law in May 2005. In her second year there, she served on the *University of Miami Inter-American Law Review* as staff editor and received an award for Most Outstanding Paper published by the *University of Miami Inter-American Law Review* 2003-2004. As a third-year student, she was elected editor-in-chief of the *Inter-American Law Review* and won an award for Outstanding Achievement in Legal Research & Writing and Outstanding Dedication to the Improvement of the Publication 2004-2005. In law school, she garnered numerous other awards and honors for her legal research and writing.

19. Ms. Tsavaris was admitted to the Florida Bar and opened her own law practice in 2006. During her third year of practicing law in Florida, she began her teaching career in 2009 as an adjunct professor at both University of Miami School of Law and Florida International University College of Law ("FIU Law"). Her students won awards for the legal writing skills she taught them, she was highly regarded by her students, and she received favorable evaluations from her students and from Professor David Walter, the director of the school's highly regarded upper-level Legal Skills and Values program at FIU Law.

20. During her three years at FIU Law, she acquired and honed valuable pedagogical skills and learned how to design excellent and practical legal skills courses as a result of teaching under the directorship of Professor Walter.

21. Ms. Tsavaris left FIU Law to accept a full-time position as a visiting assistant professor for one year at Indiana University McKinney School of Law ("IU Law") from 2012-2013.

22. During her visitorship at IU Law, she taught the first-year legal writing course and presented at legal writing and skills conferences in Italy, Colorado, and Georgia.

23. Because her visitorship at IU Law was to be completed at the end of May 2013, and she wanted to continue teaching full time, and preferably on the tenure track, Ms. Tsavaris applied for and received an offer for a position as a full-time, tenure-track Associate Professor at Savannah Law School to commence on August 1, 2013. The offer was written to her on AJMLS letterhead by then-Dean Richardson R. Lynn. She accepted the offer because tenure-track positions at law schools, in normal situations, provide some measure of job security and the opportunity for promotion and pay raises, and she looked forward to building her teaching career and to serving the school and the students, while her young son would attain his education at St. Andrew's School in Savannah through his high school graduation.

24. In May 2013, in Indiana, Ms. Tsavaris was diagnosed with breast cancer and advised by her doctors that, following surgery in June, radiation in July, and the start of daily adjuvant medication (once-daily pills prescribed by her oncologists to prevent recurrence of the breast cancer) in August, Ms. Tsavaris could expect to be ready to teach in August at her new position at Savannah Law School.

25. Ms. Tsavaris advised then-Savannah Law school legal writing program director, Professor Elizabeth Megale, of this, and Professor Megale informed Dean Lynn who told Professor Megale to "give [Ms. Tsavaris] any accommodation she needs."

26. *Ms. Tsavaris underwent surgery in June, radiation in July, began her* adjuvant medication in or around August, packed up her house in Indiana, and drove down to Savannah with her son to begin teaching at Savannah Law School on August 1, 2013.

Ms. Tsavaris's Career at Savannah Law School

27. During the 2013-2014 academic year at Savannah Law School, Ms. Tsavaris taught the day and evening legal writing courses to the entire first-year class of approximately 45 full- and part-time students. This was an extremely labor-intensive workload, with constant multi-page writing assignments requiring detailed comments and critiques for improvement of the legal writing and research of 45 students, and hundreds of hours of individual student conferences during the days and evenings. But Ms. Tsavaris enthusiastically fulfilled her duties with her usual tireless dedication and professionalism.

28. On January 31, 2014, the Retention, Promotion & Tenure ("RPT") Committee submitted its first annual review of Ms. Tsavaris's classroom teaching, in which it recommended her retention; "commend[ed her] on her creativity and resourcefulness *in using student samples and urge[d] her to continue the practice[;]*" *and* "applaud[ed her] on her ability to engage each student during the class exercises[, along with her] use[of] a balance of lecture, questioning, and interactive exercises." The reviewer also noted that Ms. Tsavaris "spends countless hours meeting individually with students and providing guidance on their written projects[,]" and "commend[ed her] on

her commitment to the students and the devotion of her time to their development." The report mentioned her "frustration with the blind grading system," and closed with its "understand[ing] that Professor Tsavaris has had an illness this year[, and that t]he Committee look[s] forward to her complete recovery and her greater participation in the community."

29. In July 2014, she received her letter of re-appointment as a full-time, tenure-track Associate Professor at Savannah Law School for the 2014-2015 academic year from Dean Lynn, this time on Savannah Law School letterhead, in which he expressed his appreciation for her service to the school and her dedication to the students. Ms. Tsavaris timely accepted the offer.

30. During the 2014-2015 academic year, she again taught the first-year legal writing courses, but this time, the program director taught one of the day sections and another professor (also tenure-track) taught the evening section. Ms. Tsavaris also designed and taught three other courses that year, Transactional Drafting, Law Office Management, and Negotiations. These courses were based on Ms. Tsavaris's experience as a practicing attorney and on her skills acquired from her time at FIU Law.

31. On January 14, 2015, the RPT Committee submitted its second annual review of Ms. Tsavaris's teaching and again recommended retention, along with comments on Ms. Tsavaris's "energy and enthusiasm[;]" that she "effectively used the classroom technology[;]" that she engaged students; and that her teaching was "satisfactory[.]"

32. Again, she received her letter of re-appointment as a full-time, tenure-track Associate Professor at Savannah Law School for the 2015-2016 academic year. The

letter was signed by Defendant Malcolm Morris, and Ms. Tsavaris timely accepted the offer.

33. For the 2015-2016 academic year, Ms. Tsavaris again taught Transactional Drafting, Law Office Management, and Negotiations, in addition to Alternative Dispute Resolution, another course she designed.

34. On November 13, 2015, the RPT Committee submitted its third annual review of Ms. Tsavaris's teaching, recommended retention, and commented that Ms. Tsavaris's Transactional Drafting class "was an effective combination of style guidance and student engagement in a skill that many students will certainly be called on to utilize in private practice." The reviewer also noted that "[o]verall, the students were engaged in the discussion and Professor Tsavaris did a nice job of breathing life into a skill that often is thought of as rote application."

35. Again, she received her letter of re-appointment as a full-time, tenure-track Associate Professor at Savannah Law School for the 2016-2017 academic year. The letter was signed by Defendant Morris, and Ms. Tsavaris timely accepted the offer.

36. During the 2016-2017 academic year, with the program director having resigned at the end of the prior academic year, Ms. Tsavaris re-designed and taught one of the day sections of first-year legal writing, along with Pretrial Advocacy, Transactional Drafting, and her Negotiations Intersession course.

37. On October 27, 2016, the RPT Committee submitted its fourth annual review of Ms. Tsavaris's teaching, recommended retention, and noted that "Professor Tsavaris showed genuine care for student learning and well-being throughout the class[, h]er preparation shined[, and] the class was productive, engaging, and well executed."

The reviewer also wrote that "[t]he class involved broad participation with all students engaged in the collective enterprise of advancing their research and writing abilities[, and] Professor Tsavaris demonstrated collaborative teaching techniques with a pleasant rapport." Further, "[s]tudents appeared to enjoy the class while learning how to improve their research and writing with each simulation[, and t]he Committee looks forward to Professor Tsavaris's continued efforts to enrich the classroom learning experience of her students."

38. During her years at Savannah Law School, Ms. Tsavaris performed her duties with excellence and with her usual enthusiasm for, and expertise at, teaching legal writing and, in fact, went far beyond what was required of her to help her students learn powerful legal writing and advocacy skills by holding extensive hours of individual student conferences, spending long nights and weekends grading student memoranda of law and briefs, on each one of which she provided painstakingly detailed comments for improvement. She also devoted many hours to creating volumes of helpful and detailed materials for her students and posting them on her classroom sites on Westlaw's The West Education Network ("TWEN").

39. This she did while never once complaining of the bone and joint pain and fatigue she was experiencing from the post-cancer surgery, radiation, and adjuvant medication.

40. She received numerous thank-you cards, e-mails, letters by U.S. mail, messages via text, Facebook, and Facebook messenger, gifts of appreciation, and visits from students expressing their gratitude for her legal writing and skills courses that helped them perform exceptionally well on their bar exams and for their employers and their

clients; and for her Law Office Management course which assisted them in starting their own practices with the knowledge of how to attain and retain success. Many of these tokens of gratitude came in long after—indeed, sometimes, years after—grades had been posted via the blind grading system.

41. Prior to her termination notice, Ms. Tsavaris never received any disciplinary action or warnings of any kind. Instead, she received many highly favorable student evaluations, along with some not so favorable, and favorable annual reviews always with recommendations of retention from the RPT Committee, as set forth above. In fact, the last class she taught at Savannah Law School in May 2017, Negotiations, had to have its maximum enrollment capacity increased by Associate Dean Keith Harrison because of the number of students who wanted to take this course from Ms. Tsavaris, and she garnered stellar evaluations from every student in the packed class, except for one negative review.

42. The graduating class of 2017 voted for Ms. Tsavaris (out of the faculty members of Savannah Law School) to be their faculty marshal and deliver the charging speech at their graduation.

43. In addition to her teaching duties, Ms. Tsavaris was assigned to, and served on, several law school committees. She was the founding faculty advisor for the law school's Maritime Law Society, she presented at numerous law school conferences in the southeastern United States, including at Savannah Law School several times, including one individual presentation on October 31, 2016 in the largest, main classroom which was packed to capacity). Additionally, a paper she authored was published by the law school's *Savannah Law Review* in its Spring 2016 edition.

Ms. Tsavaris's Termination and the Events Giving Rise to the Claims

44. When Defendant Morris first visited Ms. Tsavaris's classroom during a first-year legal writing class in the 2014-2015 academic year, he offered no feedback, but when Ms. Tsavaris asked him about it, his sole response was that she "did fine."

45. When he visited her classroom during a Pretrial Advocacy class in the fall of 2016, he again offered no feedback at all, and Ms. Tsavaris, based on his past actions and response to her inquiry, had no reason to think it was anything but favorable.

46. After the third visit to her legal writing class in January of 2017, he again offered no feedback and again, Ms. Tsavaris, based on the past, had no reason to think it was anything but favorable.

47. Suddenly, on January 18, 2017, at the close of a meeting Ms. Tsavaris had requested with Defendant Morris to discuss an unrelated matter, he orally informed Ms. Tsavaris that he was "considering" the "possibility of not reappointing" her.

48. Ms. Tsavaris was entirely shocked by his statement. She had done nothing but work tirelessly for her years at the law school, had received favorable RPT reports, had never received any warning of any kind, and had been given absolutely no reason to believe that her job could be in jeopardy.

49. On the following day, January 19, 2017, Ms. Tsavaris e-mailed Defendant Morris and asked him to provide his "reason(s) for possible non-reappointment in writing . . . ."

50. Defendant Morris sent her a letter dated January 23, 2017, in which he wrote that "[t]he Faculty Handbook is my guide for making personnel decisions" and "my

primary focus is on your teaching." He noted that he visited two of her classes "this academic year" and "another in a prior year."

51. Defendant Morris next claimed that he "did not observe a strong classroom performance on any visit[,]" despite that he had advised Ms. Tsavaris, when prompted as to the first visit, that she "did fine," and after the second and third visits, again offered nothing, leading her to believe that, again, she "did fine."

52. Defendant Morris claimed in the letter that "there was substantial lecturing and almost no interaction with the students[,]" and that Ms. Tsavaris "did respond to a question or two asked by students[.]" Indeed, Defendant Morris visited classes in which Ms. Tsavaris needed to convey a substantial amount of information to the students for the particular assignments they were working on, but Ms. Tsavaris responded to far, far more than "a question or two asked by students" because she had ensured that she set aside ample time for class discussion, questions, and student interaction.

53. Defendant Morris's claim, out of the blue, the year before he believed that she was to apply for tenure, that Ms. Tsavaris's teaching did not meet "the tenure standards for teaching" is in stark contrast to her annual RPT Committee reports, to many of her student evaluations, and to many of her students' legal writing accomplishments.

54. Moreover, despite that many other similarly situated professors outside of Ms. Tsavaris's protected group at Savannah Law School, need to—and do—substantially lecture during some classes in order to convey necessary information to the students, none of them have ever been terminated for doing so.

55. Indeed, the Faculty Handbook states that "[t]he Law School rejects the orthodoxy that the only appropriate method for teaching law students is the 'Socratic' method. It recognizes that there are other, equally effective models."

56. Defendant Morris also claimed in the January 23, 2017 letter that Ms. Tsavaris's student evaluations "confirm[ed his] observations[of her teaching,]" despite the fact that the Handbook states that student evaluations "should be used cautiously" and, although Ms. Tsavaris was in her fourth academic year of teaching at Savannah Law School, he had never mentioned any concern with them before January 23, 2017, save for one student comment in 2015 that he gave to the RPT committee for her file.

57. As to that one student comment, Ms. Tsavaris had e-mailed Defendant Morris on May 5, 2015 that she was "still thinking about the fact that the RPT committee put a negative student evaluation in my file, but chose not to include all of the positive evaluations from that class and the other wonderful classes I've developed here and for which, over two years here and six years total of teaching, I've received many student emails, gifts, notes of gratitude because of the jobs my students' legal writing skills have gotten them and the comments their bosses and supervisors (judges among them) have given them for their writing projects."

58. To which, Defendant Morris replied: "The committee did not single one out. I had access to them. I am sorry I mentioned this as it is not an issue. Just thought something might have happened with one student. As the student [sic] did not suggest keeping you out id [sic] the building as happened to me."

59. Defendant Morris next wrote in his January 23 letter that he "shared with [Ms. Tsavaris] the importance of student evaluations."

60. This, however, contradicts the Faculty Handbook, which Defendant Morris notes is his "guide for making personnel decisions" and provides that student evaluations "should be used cautiously."

61. In fact, Ms. Tsavaris has many highly favorable evaluations and, even more important, is that other similarly situated professors—at least four substantially younger professors in particular—have student evaluations that are similar or far worse, but those substantially younger professors are still employed at Savannah Law School and/or receiving promotions or have chosen to leave the school of their own volition.

62. On January 27, 2017, Ms. Tsavaris wrote a seven-page letter to Defendant Morris and advised him that he would have enjoyed the Legal Writing class she taught the morning following their meeting "because it was an extremely interactive and academically rigorous class that garnered enthusiastic and meaningful participation by the students, and in which [she] introduced and explored ideas with the students to assist them in deepening the analytical skills necessary for their client advice letter due at the end of this month."

63. Ms. Tsavaris continued in the same letter that "yesterday afternoon, at the end of my Transactional Drafting class, in which the students all actively negotiated and delved into the specifics of the terms of a contract they are drafting, a student commented to [her] about how much he enjoyed the class."

64. Defendant Malcolm Morris did not include any of these positive comments in any of his letters, nor did he even acknowledge them.

65. Ms. Tsavaris next noted that "[a]fter further review of some of [her] student evaluations in particular, [she] realized that the breast cancer and its aftermath may

have had some unexpected side effects, particularly in regards to the painkillers [her] oncologist has been prescribing."

66. One student wrote that Ms. Tsavaris was "intelligent" but "scatterbrained." It was this scatterbrained comment that caused Ms. Tsavaris to believe that Tramadol, an opioid, prescribed by her oncologist for bone and joint pain, may have had some side effects on her.

67. Ms. Tsavaris next explained in the letter that she has "now ceased taking the medication so that [she] can return to being an excellent professor with strong teaching skills who communicates with students in clear and concise terms that Savannah Law School and its students deserve."

68. Ms. Tsavaris then discussed some of the comments that Defendant Morris claims "confirm [his] observations."

69. Many of the comments, however, are very favorable.

70. Some of them, especially from the Fall 2016 Pretrial Advocacy class were not entirely favorable. Ms. Tsavaris noted that a student wrote that "our main assignment has been postponed three times." Ms. Tsavaris explained that, indeed, she

> did postpone it (but not three times) to help the students after the school closed for Hurricane Matthew. The closure made it necessary for [her] to adjust the due dates for their assignments because they needed to explore certain pertinent materials in class discussions before their submissions. Most students were very relieved about the postponement. Prior to the postponement, on October 11, 2016, [Ms. Tsavaris] expressed [her] concerns in response to [Dean Harrison's] e-mail requesting [the faculty's] thoughts about the school staying closed for the rest of the week. [Ms. Tsavaris] was very worried about not being allowed to teach [her] LWRA and Pretrial classes Thursday and Friday that week because of writing assignments coming due. Because of [Defendant Morris's] concerns about students who suffered damage from the hurricane, the school remained closed and [Ms. Tsavaris] was not permitted to teach until the following week, so [she]

> felt it would be best for the students if [she] adjusted the assignment due dates accordingly.

71. Ms. Tsavaris wrote that:

> The comments do alert [her] to the fact that next time [she] teach[es] Pretrial Advocacy at this school, [she] will cut out some of the assignments. The course as [she] taught it last semester (for the first time at this school) was modeled after the way [her] FIU director designed the course (as a realistic pretrial practice experience). It was a very popular course at FIU and [her] evaluations there were excellent, but the pace of that course apparently did not work as well at this school and requires adjustment. If [she] is guilty of anything, however, it is of caring very much about [her] students and simply wanting to ensure that they are practice-ready when they graduate.

72. She continued on to note that "most unfortunately, is that fact that a large number of the students who were in [her] Pretrial class had [a professor] the prior year [when they were 1Ls] and received no comments or corrections on their writing because [that professor] never returned their final papers. [Ms. Tsavaris] tried [her] best to teach the class for those students, but also to teach a class that provided sufficient learning opportunities for the students who had LWRA professors who returned their papers with detailed, helpful comments. But [her] door, as always, was open to them . . . and many did take advantage of [that] and found it 'really helpful.'"

73. Ms. Tsavaris wrote that "[a]lthough last semester was very challenging for the Pretrial students, many of the 2L students expressed to [her] their disappointment that they would not be able to take Transactional Drafting with [her during the spring] semester because the Wednesday session of the course was scheduled at the same time as their required course, Business Organizations."

74. Ms. Tsavaris finished the letter by stating that "I have already begun implementing changes in my teaching in response to your comments, Malcolm, and in

response to these student evaluations. I look forward to the opportunity to talk with you further before you make your final decision and want you to rest assured that I am taking both your concerns and those of the students very seriously."

75. As Ms. Tsavaris was finishing up her letter to Defendant Morris, a first-year LWRA student stopped by in tears because she felt she had no choice but to transfer to Mercer or University of Georgia Law School (because of the unprofessional, extremely uncomfortable atmosphere created by three particularly disruptive students in the first-year classes). This student expressed how sad she was about that and how very much she enjoys Ms. Tsavaris's class and that she was planning to take all of Ms. Tsavaris's upper-level legal writing and skills courses.

76. Likewise, other first-year students over the years have looked forward to taking Ms. Tsavaris's upper level writing courses because they know they will learn valuable, practical skills for post-law school employment.

77. In response, Defendant Morris e-mailed Ms. Tsavaris on January 29, 2017 a letter (dated January 30, 2017) in which he agrees that "there are numerous favorable comments from your students [and] many critical ones as well."

78. Ms. Tsavaris then responded to Defendant Morris's e-mail the same night, January 29, 2017, and noted that he never mentioned the post-cancer medication she discussed in her letter. She also invited him "to visit [her] classes again—unannounced, of course—to see that [she] ha[d] immediately implemented significant changes in response to [his] comments and the student evaluations" that appear to concern him so much.

79. He never took her up on that offer because his fabricated reasons were pretext for Defendants' unlawful reasons for terminating her, and he had already made his decision long before not to reappoint her in willful and reckless violation of the ADAAA, the ADEA, and Title VII.

80. Next, Defendant Morris and Ms. Tsavaris spoke by phone on January 30, 2017, during which time Defendant Morris primarily was concerned that she could apply for tenure in the future, and he made numerous statements, such as, "If I reappoint you for another year, then you're up for tenure."

81. He agreed that "student evaluations are not the end-all."

82. During that conversation, Ms. Tsavaris asked him at least twice, "What is the objective standard for these student evaluations?" He never provided an answer to this question but did state his agreement to Ms. Tsavaris's statement that "[she] ha[s] a lot of positive comments."

83. He also mentioned his concern about "students surfing the internet in class." But when he observed Ms. Tsavaris's Pretrial Advocacy class, he sat on the far right-hand side of the room in the front row, so he could not possibly have known whether the students were "surfing the internet" or taking notes on their laptops.

84. Moreover, students surf the internet in other similarly situated professors' classes, and those professors outside of Ms. Tsavaris's protected group are neither reprimanded for it, nor have they been terminated.

85. At the end of the conversation, Defendant Morris asked Ms. Tsavaris to "put in writing [her] request for a reasonable accommodation."

86. On January 31, 2017, before noon (as they had agreed), Ms. Tsavaris e-mailed Defendant Morris her request for a reasonable accommodation:

> Because of the side effects of my cancer and its aftermath on my performance at work, I would like to request the following reasonable accommodation: that you reappoint me so that I can now have the opportunity to address in my classroom performance your comments and concerns of January 18, 2017, along with the student evaluations, and show you that I am a strong teacher who maintains an extremely interactive and academically rigorous classroom and who communicates with students in clear and unambiguous terms.

87. Because of Defendant Morris's claimed concerns about her teaching and her student evaluations, Ms. Tsavaris ceased taking the pain medication prescribed by her oncologist in the event it may have had some side effects on her.

88. On January 31, 2017, Defendant Morris then e-mailed Ms. Tsavaris a letter informing her that she would not be re-appointed to the faculty at the end of the 2016-2017 academic year. He made sure to include that "[t]he timing of this notice is made consistent with the Faculty Handbook."

89. In the letter, Defendant Morris stated that "the primary but not exclusive reason for the decision is my evaluation of your teaching[,]" and that [t]he Faculty Handbook is my guide for making personnel decisions."

90. This is a dismissal for cause where Defendant Morris not only made the decision unilaterally, but his claimed reasons essentially fall precisely within the exact meaning of one of the criteria in Section 405(e)(1) for Dismissal for Cause: "incompetency."

91. Additionally, he flatly refused her request for a reasonable accommodation, classifying it as an unreasonable "request for a 'second chance.'"

Defendant Morris, however, had asked Ms. Tsavaris to put in writing her request for a reasonable accommodation (*see* ¶ 85), so it could not be said that her request is for a second chance unless his original request was pretextual and he originally intended to discriminate on the basis of Ms. Tsavaris's disability in violation of the ADAAA.

92. Further, when Ms. Tsavaris requested the reasonable accommodation that he asked her to provide in writing, Defendant Morris had a legal obligation under the ADAAA to engage in a "flexible interactive process" with her.

93. He next claimed that "[h]ad you been reading your student evaluations over the years, you would have been aware of your situation and able to address it."

94. This claim, however, could not be further from the truth. The Faculty Handbook states that "[s]tudent evaluations . . . should be used cautiously." Had she read her evaluations, she would not have been made aware of any "situation." Her annual RPT Committee reviews were favorable, particularly the latter two, and recommended retention; she received numerous thank-you cards, e-mails, letters by U.S. mail, messages via text, Facebook, and Facebook messenger, gifts of appreciation, and visits from students expressing their gratitude for her courses that helped them perform well for employers and clients, and her final group of student evaluations from her packed-to-capacity Negotiations class in the Summer Intersession of 2017 were absolutely stellar, save for one.

95. Moreover, on information and belief and to be shown at trial, at least four specific, similarly situated faculty members at Savannah Law School who are outside of Ms. Tsavaris's protected class have similar or far worse evaluations and teaching skills and have not been terminated or have left the law school of their own accord.

96. On October 12, 2017, the ABA Accreditation Committee concluded that AJMLS is not in compliance with Standard 301(a), the requirement that the school maintain a rigorous program of legal education that prepares students, upon graduation, . . . for effective, ethical, and responsible participation as members of the legal profession;" Standard 309(b) the requirement that the school provide academic support; and Standard 501(b) and Interpretation 501-1, "with respect to the requirements that the Law School shall maintain sound admissions policies and practices consistent with the Standards, its mission, and the objectives of its program of legal education, and that the Law School shall not admit applicants who do not appear capable of satisfactorily completing its program of legal education and being admitted to the bar."

97. Yet, in his January 30 letter, Defendant Morris uses Ms. Tsavaris's student evaluations to "confirm" his "observations" of her teaching, despite that he has never offered any objective standards or numbers for his deceptive claims that, for only one example of many, in her Spring 2015 legal writing class, "[e]ight students submitted evaluations. Of that number one-half the class indicated that [she] neither held their attention nor made good use of class time. Five of the students indicated that they would not enjoy taking another course with [her]." Notably, however, Defendant Morris does not admit that her enrollment for that class was 16 students. As such, if only half the class submitted evaluations, as was the situation, then his claim is not only incorrect, but is also extremely misleading. And, as he well knew and had expressed, many of her evaluations are extremely favorable.

98. After Ms. Tsavaris received Defendant Morris's letter of termination claiming that she was not a "strong teacher," she wrote to him on Feb. 6, 2017, and among other things, noted that

> the Handbook defines a strong teacher, in part, as one who 'challenges and motivates students to learn.' In a legal writing class, in particular, this is exemplified by the written product submitted by the students. The Handbook goes on to state that '[t]he Law School rejects the orthodoxy that the only appropriate method for teaching law students is the 'Socratic' method. It recognizes that there are other, equally effective models.' In fact, in the classes you visited, much of the students' motivation to learn is ultimately demonstrated in their writing, which exemplifies their motivation to learn and demonstrates the breakthroughs and stunning improvement in their legal writing and from when they began the course to when they completed the course. You have never asked to see these examples of learning in my classroom. Students use these documents to gain employment . . . In a legal writing program in particular, strong teaching also is exemplified by the time and care the teacher takes with students outside of the classroom. In fact, in the class [Associate Dean] Keith [Harrison] visited on Friday morning, February 3, 2017, one of my students whose writing vastly improved last semester mentioned in our highly interactive and rigorous class discussion that day that she was able to push past her tendency to procrastinate solely by 'coming to see [me].'"

99. Defendant Morris made no response to any of these facts because his purported reasons for Ms. Tsavaris's termination were pretext for discrimination.

100. At the end of a Fall 2016 class that satisfied the ABA's upper level writing requirement, for the first time in her nearly eight years of teaching, Ms. Tsavaris was forced, with great disappointment, to hand out two grades of F. One was to a student that did not turn in any of the assignments. The other was to a student who turned in assignments sometimes far past the deadline and some of which were so substandard, garbled, and/or incomplete that Ms. Tsavaris was very concerned that this "student[ ], upon graduation, [would not be able to provide] effective, ethical, and responsible

[representation of clients] as [a] member[ ] of the legal profession." Ms. Tsavaris believed that it was her ethical duty to fail the student because the student needed to take the class again or future clients would suffer.

101. When Ms. Tsavaris was called into Dean Harrison's office and interrogated at length as to why she gave the student a grade of F, Ms. Tsavaris gave Dean Harrison the student's work that the faculty assistant printed from the TWEN submission site by blind grading number.

102. Dean Harrison, Defendant Morris, and/or Defendant Markovitz unilaterally changed that grade of F to passing, most probably because had the student's grade remained as the F Ms. Tsavaris gave the student, the student would not have been able to graduate that semester. This would have placed the school in violation of ABA Standard 311(b) which requires that students complete the course of study for the Juris Doctor degree no later than 84 months after the student has commenced law study at the law school.

103. Other similarly situated professors who were not members of Ms. Tsavaris's protected class at Savannah Law School who give grades of F are neither grilled about them by the Dean, nor do the Deans or Defendants unilaterally change their grades of F to passing.

Savannah Law School's Faculty Handbook Policies

104. The Faculty Handbook states that "[p]robationary appointments are tenure-track appointments given to those faculty who are expected to apply for a position with tenure upon successful completion of the requirements for tenure[,]" and

"[p]robationary appointees are subject to the reappointment procedures outlined in [Article IV of the Handbook]."

105. Ms. Tsavaris's tenure-track Associate Professor appointment was, like those appointments of other similarly situated professors at Savannah Law School, considered probationary.

106. The Handbook further provides that "[t]he authority of the Dean to reappoint is customarily exercised through recommendations to the Dean by the Retention, Promotion, and Tenure Committee after careful evaluation of the faculty member's performance." The Handbook then completely overrides that process with the clause that "the Dean may choose to not reappoint if the Faculty member's job performance is inadequate or the Faculty member fails to follow Law School policies . . . ." The Handbook, however, does not define what constitutes inadequate performance.

107. Ms. Tsavaris did not fail to follow Law School policies, nor was her performance inadequate by any definition, had one existed. After Defendant Morris's three visits in as many years to her classroom, he either told her that she "did fine" or he said nothing at all, and he stated in regard to the single student evaluation in her RPT file that it "was not an issue."

108. Additionally, these facts combined with Defendant Morris's sudden, suspiciously timed oral statement to her on January 18, 2017 of possible non-reappointment (because he believed she was up for tenure the following year); further combined with the past, long-standing discriminatory patterns at AJMLS and the non-renewal of AJMLS legal writing professors who are up for tenure (discussed *infra*); combined with the ABA site visitors' March 2017 concerns about Savannah Law School's

"young faculty"; and even further combined with Ms. Tsavaris's collection of expressions of gratitude from her students and her selection by the 2017 graduating class to be their faculty marshal and deliver their charging speech, among other things to be shown at trial, could lead a reasonable jury to find that the employer did not give an honest explanation for its action and to infer from the incongruencies and inconsistencies in the employer's explanation, that the employer is dissembling to cover up discriminatory purposes.

109. The Handbook provides that "[t]he term non-reappointment means that the Law School has decided not to renew a faculty appointment during the probationary period prior to the mandatory tenure year."

110. The Handbook next explains that "[r]easons for non-reappointment include, but are not limited to . . . incongruity between the teaching expertise of the faculty member and the educational goals of the Law School; unfavorable peer evaluation of the faculty member's teaching or scholarship which make promotion or the award of tenure unlikely; or unfavorable evaluation of the faculty member's other responsibilities."

111. Defendant Morris's claimed reasons for Ms. Tsavaris's termination do not fit under any of those enumerated reasons.

112. Defendant Morris's proffered reasons for Ms. Tsavaris's termination, determined entirely by him alone and in contradiction to the RPT Committee reviews, among other things, could be said to fit under the provisions set forth under Section 405(e)(1) for Dismissal for Cause: "incompetency."

113. But Ms. Tsavaris was far from incompetent, as set forth in this Complaint.

114. Under Section 405(e)(1), however, "[t]he burden of proof that adequate cause exists rests with the Law School." Defendants have not shown, nor can they show, proof of adequate cause for Ms. Tsavaris's wrongful termination.

115. Defendant Morris wanted to ensure that Ms. Tsavaris would never have the opportunity to even apply for tenure because she is an age-protected, female legal skills professor with a disability.

116. As to notice of non-reappointment, the Handbook basically contradicts itself and states that it can be given "at any time if the faculty member is in the third year or beyond of a probationary appointment . . . ." The Handbook, however, "specifically incorporates the '1940 Statement of Principles on Academic Freedom and Tenure,'" which provides that:

> 1) Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period; and
> 2) Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

117. Although the Faculty Handbook "specifically incorporates" these principles prepared by the American Association of University Professors ("AAUP"), the Handbook proceeds to entirely dismiss these principles with its disclaimer that where any policies conflict, of course, the Handbook prevails.

118. The Handbook then sets forth its entirely inapposite and arbitrary non-reappointment standards that "[n]otice of non-reappointment shall be given in writing by the following dates: on or before December 15 of the second academic year of service if

the appointment is not to be renewed, . . . or at any time if the faculty member is in the third year or beyond of a probationary appointment . . . ."

119. Defendant Morris provided a certain other similarly situated professor outside of Ms. Tsavaris's protected category with notice of changes he planned to make solely to that professor's title and stipend (as differentiated from complete non-reappointment), and he provided the notice in the summer before the start of the entire academic year preceding the academic year in which the title and stipend changes would take place. The timing of this action allowed that professor to continue her contract for an entire year, through July 31, 2016, while seeking and obtaining suitable employment from the job postings listed in the fall of 2015 to commence in the 2016-2017 academic year.

120. Defendant Morris's complete lack of any terms susceptible of objective measurement for Ms. Tsavaris's student evaluations, his disregard of her annual RPT Committee reports and the Faculty Handbook as to his unilateral decision to terminate Ms. Tsavaris, his refusal of her request for a reasonable accommodation, along with no prior warning that could have alerted Ms. Tsavaris to the fact that her job was in danger, his concern that Ms. Tsavaris would be eligible to apply for tenure the following year, and his disparate treatment of Ms. Tsavaris in comparison to her similarly situated colleagues outside of her protected categories, could allow a jury to infer that his claimed reasons for her termination are unworthy of credence and are mere pretext for Defendants' intentional, unlawful discrimination.

121. After Defendant Morris summarily terminated Ms. Tsavaris, he later proceeded to threaten her with "bad paper" if she did not resign. Ms. Tsavaris understood the threat of "bad paper" to mean bad references. This could allow a jury to infer that

Defendant Morris wanted her to resign so that he could conceal his intentional and malicious discrimination of her.

Defendants' History of Discriminatory Practices and Their Disparate Treatment of Ms. Tsavaris

122. In or around early 2014, in her fifth year of teaching and her first year of teaching at Savannah Law School, Ms. Tsavaris applied for an opening for a doctrinal position opening commencing the following academic year.

123. When then-Dean Lynn found out that she applied for it, he told her that she had been hired to teach legal writing and skills courses and should not "cause trouble" by trying to switch to teaching doctrinal courses.

124. Around the same time in which Ms. Tsavaris was hired, a younger white, less credentialed male who had never taught before, was hired to teach doctrinal courses.

125. Indeed, AJMLS has a documented history of disparate treatment of female legal writing and skills faculty which, with Defendant Markovitz at the helm and in ultimate control—alone and/or in concert with then-Dean Lynn and/or currently with Defendant Morris—of the decision-making at both Savannah Law School and AJMLS, as set forth in this Complaint, has continued today at Savannah Law School with Defendant Morris, albeit with a different category of discrimination, as set forth *infra*.

126. Two African-American professors, Kamina Pinder and Patrice Fulcher, filed lawsuits against AJMLS for discrimination. *See* Pinder Compl., attached hereto as Ex. A; Fulcher Second Am. Compl., attached hereto as Ex. B.

127. Both Ms. Pinder's and Ms. Fulcher's lawsuits, on information and belief, resulted in settlements.

128. On information and belief, in 2009, the American Bar Association conducted a site visit at AJMLS, and one of the investigators "expressed concerns to them about the disparate treatment of women and especially black women on the faculty." *See* Ex. A, ¶ 33; *see also* Ex. B, ¶ 35.

129. In 2009, Dean Lynn allowed the AJMLS faculty to vote for Skills faculty to be placed on tenure track. Ex. B, ¶ 37.

130. During the 2010-2011 academic year, During an American Bar Association ("ABA") visit to AJMLS, the site team recommended against accrediting a Savannah Campus of AJMLS. Ex. A, ¶ 34.

131. On information and belief, when Dean Lynn was asked why the ABA made that recommendation, he replied that it was for irrelevant reasons, like the "lack of African-American tenured faculty." Ex. A, ¶ 34.

132. On March 3, 2011, Ms. Kamina Pinder, an African-American woman teaching both doctrinal and skills courses at AJMLS and who was to apply for tenure in the Fall of 2011 was suddenly told that her contract would not be renewed. Ex. A, ¶¶ 21, 25.

133. As Ms. Pinder alleged in her complaint against the law school, "Dean Lynn's actions are essentially a preemptive strike to keep her from successfully applying for tenure. *Every black woman on the faculty at [AJMLS]* has had to teach skills courses before teaching a doctrinal course." Ex. A, ¶ 29.

134. When Dean Lynn made his non-renewal decision in Ms. Pinder's case, as set forth in her complaint, he e-mailed Defendant Markovitz as follows:

> Michael, rather than fire Kamina . . . for cause, I have decided to notify [her] that [her] contract will not be renewed . . . [as t]he faculty handbook

> has a lot of process for firing for cause, including an appeal to the [RPT] Committee, before an appeal to you . . . [and] non-renewal will [be] easier and reduces, but does not eliminate, the threat of litigation. It will cost one more month of pay, since they're entitled to six month notices of non-renewal, but I think that's cheap compared to the alternative. I'm planning to talk to them tomorrow. Thanks.

Pinder v. John Marshall Law School, LLC, 11 F. Supp. 3d 1208, 1212 (N.D. Ga. 2014).

135. Indeed, Defendant Markovitz, to this day, as the ultimate owner and/or ultimate decisionmaker of all of the corporate entities named in this lawsuit, and which are the alter-egos of Defendant Markovitz, directs, operates, and/or ultimately makes decisions about Savannah Law School, such as the recent sale of the building owned by JMLS 1422, along with (on information and belief) the potential sale of the school to a Georgia college or university. Defendant Markovitz, individually or acting in concert with Defendant Morris, is responsible for the policies, procedures, practices, and decisions implemented at Savannah Law School, in particular the decision to wrongfully, recklessly, and wantonly terminate Ms. Tsavaris for reasons that are both pretext for discrimination and a blatant demonstration of their disparate treatment of her when compared to similarly situated persons outside of her protected group.

136. At AJMLS, then-Dean Lynn non-renewed two of four black women on the tenure-tracked faculty." Ex. A, ¶ 30. Of the other two, in 2014, only Ms. Patrice Fulcher eventually received tenure, but she was forced to terminate her employment in July 2015 and file a complaint against AJMLS for violations of, among other things, the Equal Pay Act and Race and Sex Discrimination in violation of Title VII. *See* Ex. B.

137. In or around March 2011, Raquel Aldana, Co-President of the Society of American Law Teachers ("SALT"), wrote to the AJMLS Board of Directors in response

to Pinder's complaint regarding her termination: "we are also concerned that the failure to renew the contracts of these . . . professors may be part of a pattern of disparate treatment on the basis of race, gender, and/or sexual orientation. In particular, we note that had these unilateral decanal decisions not taken place, Professor Kamina Pinder would have been considered for tenure next year . . . ." *Pinder*, 11 F. Supp. 3d at 1238.

138. Likewise, in Ms. Tsavaris's case, had this unilateral decanal decision not taken place, Professor Maggie Tsavaris would have been considered for tenure.

139. In or around March 2011, the AAUP contacted Dean Lynn and Defendant Markovitz and stated: "Given the gravity of the charges against [Professors Pinder and Sigman], we believe that their rejection of that characterization [of their terminations as no more than non-reappointment and not "for cause"] is correct and that you have, in fact, moved to dismiss them for cause." *Id.*

140. Likewise, considering the gravity of a charge amounting to incompetence and/or inability to do her job, as set forth in this Complaint, Defendants dismissed Ms. Tsavaris for cause.

141. On information and belief, in 2015, a discrimination investigation was launched on behalf of another African-American female professor at AJMLS and concluded that African-American female professors were subjected to discrimination in their compensation, paid significantly less than their white male counterparts who are similarly situated, and were subjected to a hostile working environment at AJMLS. Ex. B, ¶¶ 57-59.

142. Following the aforementioned lawsuits and settlements; the 2015 discrimination investigation on behalf of an African-American female professor at

AJMLS; the 2010-2011 ABA recommendation against accrediting a Savannah Campus of AJMLS because of the "lack of African-American tenured faculty"; and the 2009 ABA site team comments about disparate treatment of women (especially African-American women) on the AJMLS faculty, Defendants, at all times material to this action, have been careful not to discriminate against African-American men or women at Savannah Law School.

143. Instead, Defendants have delved into a new category for their practices of disparate treatment and discrimination and have violated Ms. Tsavaris's rights under the ADAAA, the ADEA, and Title VII where they have fabricated reasons that are pretext for their true, illegal motives for terminating her.

144. Stunningly like AJMLS's sudden termination of Ms. Pinder in a preemptive strike to keep her from applying for tenure, Defendant Morris suddenly terminated Ms. Tsavaris, a white, age- and disability-protected female tenure-track legal writing and skills professor to keep her from applying for tenure.

145. Defendant Morris claims that he terminated Ms. Tsavaris because of her "teaching" and "student evaluations" that "confirm[ed] his" observations." As set forth in this Complaint, however, those alleged reasons are false and, along with the facts set forth in this Complaint, will permit a jury to infer the ultimate fact of intentional discrimination of Ms. Tsavaris.

146. On information and belief, for the first time ever, Defendant Morris now includes in each tenure-track and/or tenured professor's contract renewal a summary of the professor's student evaluations and critique of teaching and constructive comments on what the professor should do to improve that professor's teaching.

147. Defendant Morris singled out Ms. Tsavaris, an age-protected, disabled, white female professor, before she could apply for the tenure for which she worked very hard, for termination for pretextual reasons that her teaching was not up to par and her student evaluations purportedly were confirmation of that, despite that:

a. at least four other similarly situated professors outside of her protected class who had, on information and belief, similar or far worse student evaluations and/or teaching skills were never terminated, but instead, were promoted and/or renewed, or chose to leave Savannah Law School of their own accord; and

b. Defendant Morris now provides critiques and/or a chance to improve on some or all professors' renewal contracts.

148. Ms. Tsavaris was the only professor who was (summarily) terminated without warning and after requesting a reasonable accommodation. She also was the oldest female faculty member at the school.

149. Moreover, Defendant Morris waited until January 2017 to tell Ms. Tsavaris that he was terminating her. The timing of this action, much like the timing in Ms. Pinder's case at AJMLS, gave Ms. Tsavaris only six months more of pay, she was deprived of the opportunity to seek and obtain suitable employment at another law school for the 2017-2018 academic year because the application deadlines for such position openings had long passed, as they generally do every year, during the fall semester, or by January 31, at the latest, save for a few remaining one-year visitorships and the like that crop up.

150. To replace Ms. Tsavaris, who was highly qualified for her position, and to replace another legal skills professor who left the law school by her own choice, Defendant(s) hired a male younger than Ms. Tsavaris for one section of legal writing classes and assigned the other section of legal writing to a much younger female.

151. In March 2017, Professors Christine Smith and David Scott Romantz conducted a site visit on behalf of the American Bar Association at Savannah Law School. One or both investigators expressed concerns to Defendant(s) that Savannah Law School has a "young faculty."

152. After receiving this comment about Savannah Law School's "young faculty" from the ABA site visitors (which was made after Ms. Tsavaris's termination on January 31, 2017), Defendant(s) hired a male not far younger than Ms. Tsavaris in an effort to ward off any appearance or accusations of age discrimination that might arise. But the age difference is enough to be legally significant for ADEA purposes. Upon this younger male, they bestowed the non-tenure, visiting title of "Academic Professional."

153. But Defendants' wanton treatment of its oldest, highly qualified, female tenure-track professor, Ms. Tsavaris did not end there. On March 7, 2017, the floor outside Ms. Tsavaris's classroom where she was preparing to teach a 9:00 a.m. class had just been freshly mopped, was unmarked as such and, Ms. Tsavaris, armed with books and notes for class, slipped and fell, injuring her neck and rupturing her right scapholunate ligament, which required two surgeries on her right wrist. She currently remains unemployed, has ongoing pain in her neck, along with pain, inflammation, and reduced use of her dominant (right) hand.

154. Although the surgeon did not want her to return to class a mere two days after a complicated surgery, during which time she was supposed to be on strong medication for the extreme pain, swelling, and inflammation from surgery, she stopped the medication solely for the purpose of returning to teach over four hours of classes (one was a make-up for Wed., the day of surgery) so that her students could stay on schedule with their writing assignments for her courses and be free to focus on studying for their exams. She vomited at home early Friday morning, probably from the post-surgery medication and pain, but still went in to teach her first class of the day at 9:00 a.m.

155. As a result of ceasing the medication for Friday's classes, Ms. Tsavaris spent the weekend in extreme discomfort because the pain medication took several days to kick in again and relieve the extensive pain, swelling, and inflammation.

156. Ms. Tsavaris has submitted many application packages to law schools in this country and has not received an offer. Because of Defendants' wanton actions, as set forth in this Complaint, Ms. Tsavaris is and will be unemployable in her chosen career for the remainder of her life, a career to which she has devoted many years and tens of thousands of hours.

CAUSES OF ACTION

Count 1
Age Discrimination under the ADEA
(Against all Defendants except for JMLS 1422, LLC)

157. Ms. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

158. Defendant Savannah Law School, under the ownership, control, and/or operation of the JMLS Defendants and Defendants Markovitz and Morris, is an "employer" subject to the provisions of the ADEA.

159. Defendant(s)' termination of Ms. Tsavaris, as set forth in this Complaint, was unlawful discrimination on the basis of her age (60) in violation of 29 U.S.C. §§ 623(a)(1).

160. Defendant(s)' reasons for Ms. Tsavaris's termination were fabricated, were pretext for age discrimination, and were willfully done with malice and reckless indifference to Ms. Tsavaris's federally protected rights.

161. Defendant(s)' discriminatory practices and wanton disregard for discrimination laws have deprived Ms. Tsavaris of equal employment opportunities; have caused her to forego wages, retirement, and other benefits; have significantly and adversely impacted her career; and have caused her severe emotional distress, thus damaging Ms. Tsavaris in an amount to be proven at trial.

162. Ms. Tsavaris is entitled to an award of back pay and benefits, front pay, punitive damages, attorney's fees, and all other just and appropriate damages, remedies, and other monetary and equitable relief under the ADEA.

Count 2
Liquidated Damages under the ADEA
(Against all Defendants except for JMLS 1422, LLC)

163. Ms. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

164. Defendant(s)' discriminatory acts were willful within the meaning of the ADEA, and Ms. Tsavaris is entitled to liquidated damages under 29 U.S.C. § 626(b).

Count 3
Violation of the ADAAA – Failure to Accommodate
(Against all Defendants except for JMLS 1422, LLC)

165. Ms. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

166. Defendant Savannah Law School, under the ownership, control, and/or operation of the JMLS Defendants and Defendants Markovitz and Morris is and, at all times relevant to this case, was a private employer with 15 or more employees under the meaning of the ADAAA.

167. Ms. Tsavaris is and, at all times relevant to this case, was a qualified individual with a disability as that term is defined under 42 U.S.C. § 12102(1) and (2)(B).

168. Ms. Tsavaris is a person with a disability because she has an actual physical impairment causing substantial limitation in one or more major life activities, including normal cell growth. *See* 42 U.S.C. § 12102(1) and (2)(B).

169. At all times relevant hereto, Ms. Tsavaris was a highly-qualified individual who was able to perform the essential functions of her job with or without a reasonable accommodation.

170. Ms. Tsavaris was subjected to unlawful discrimination because of her disability.

171. Defendant Savannah Law School, alone and/or under the ownership, control, and/or direction of the aforenamed Defendants, is an "employer" as defined by the ADAAA.

172. Defendant(s) had knowledge of Ms. Tsavaris's disability, as alleged in this Complaint.

173. When Defendant Morris informed Ms. Tsavaris that he was considering not reappointing her for the purported reasons of her "teaching" and her "student evaluations," Ms. Tsavaris requested a reasonable accommodation.

174. Defendant Morris asked that she send her request to him in writing, which she did.

175. She informed him that she had ceased taking her prescription medication prescribed to her by her oncologist for the side effects of cancer and its aftermath because it may have had some effects on her, and she invited him to re-evaluate her classroom teaching and the changes she already had implemented in accord with his comments, along with the student evaluations.

176. When Ms. Tsavaris requested the accommodation, Defendant Morris had a legal obligation to engage in a "flexible interactive process" with her.

177. Instead, Defendant Morris flatly refused this accommodation in violation of, and with reckless disregard for, the requirements under the ADAAA, despite that her requested accommodation was reasonable, would not have caused undue hardship to the employer, and was necessary because of the side effects of medication or treatment for the cancer, or both. *See* 42 U.S.C. § 12112(b)(5)(A).

178. Defendant(s) terminated Ms. Tsavaris because of her disability and her need for accommodation.

179. Defendant(s)' actions violate the ADAAA, which prohibits intentional discrimination on the basis of disability.

180. As a direct and proximate result of Defendant(s)' intentional discrimination, Ms. Tsavaris has suffered out of pocket losses and the Defendant(s) have

deprived her of a job, as well as income in the form of wages (past, present, and future lost wages), health insurance, prospective retirement benefits, social security, and other benefits due to her, all in an amount to be established at trial.

181. In addition, Defendant(s)' actions have caused, continue to cause, and will cause Ms. Tsavaris to suffer damages for emotional distress, mental anguish, loss of enjoyment of life, and other non-pecuniary losses all in an amount to be established at trial.

Count 4
Violation of the ADAAA – Regarded as Disabled
(Against all Defendants except for JMLS 1422, LLC)

182. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

183. Ms. Tsavaris is and, at all times relevant to this case, was a qualified individual with a disability as that term is defined under 42 U.S.C. § 12102(1)(C) because Defendant(s) regarded her as a person with an impairment as defined by the ADAAA.

184. Ms. Tsavaris is a person with a disability because she has an actual physical impairment causing substantial limitation in one or more major life activities, including normal cell growth.

185. At all times relevant hereto, Ms. Tsavaris was able to perform the essential functions of her job with or without an accommodation.

186. Defendant Savannah Law School, under the ownership, control, and/or operation of the JMLS Defendants and Defendants Markovitz and Morris, is an "employer" as defined by the ADAAA.

187. Defendant(s) were aware of Ms. Tsavaris's disability, as set forth in this Complaint.

188. Despite her qualifications for her position, Defendant(s) intentionally terminated Ms. Tsavaris because of her disability in favor of non-disabled faculty members.

189. Defendant(s)' actions violated the ADAAA, which prohibits intentional discrimination on the basis of disability.

190. As a direct and proximate result of Defendant(s)' intentional discrimination, Ms. Tsavaris has suffered out of pocket losses and Defendant(s) have deprived her of a job, as well as income in the form of wages (past, present, and future lost wages), health insurance, prospective retirement benefits, social security, and other benefits due to her, and they have significantly and adversely impacted her career, all in an amount to be established at trial.

191. In addition, Defendant(s)' actions have caused, continue to cause, and will cause Ms. Tsavaris to suffer damages from emotional distress, mental anguish, loss of enjoyment of life, and other non-pecuniary losses all in an amount to be established at trial.

Count 5
Sex Discrimination –Violation of Title VII
(Against all Defendants except for JMLS 1422, LLC)

192. Ms. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

193. At all material times, Ms. Tsavaris was an "employee" of Defendant(s) within the meaning of 42 U.S.C. § 2000e(f).

194. Defendant(s) meet the definition of an "employer" under the meaning of 42 U.S.C. § 2000e(b).

195. Ms. Tsavaris is a member of a protected class because she is a woman.

196. As set forth in this Complaint, gender discrimination of Ms. Tsavaris was a substantial or motivating factor in the adverse action against her in violation of Title VII.

197. Defendant(s) acted in bad faith, willfully and wantonly disregarded Ms. Tsavaris's rights under Title VII.

198. As a result of Defendant(s)' discriminatory conduct, Ms. Tsavaris has suffered lost compensation and other benefits of employment, a significant and adverse impact on her career, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

199. Pursuant to Title VII, Ms. Tsavaris is entitled to damages including back pay and lost benefits, front pay, compensatory damages, punitive damages, attorney's fees and costs of litigation, and all other relief recoverable under Title VII and statutes providing for relief under Title VII.

Count 6
Defamation
(Against all Defendants except for JMLS 1422, LLC)

200. Ms. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

201. A successful cause of action for defamation consists of four elements: "(1) a false and defamatory statement concerning the plaintiff; (2) an unprivileged communication to a third party; (3) fault by the defendant amounting at least to

negligence; and (4) special harm or the actionability of the statement irrespective of special harm." *Smith v. Stewart*, 660 S.E. 2d 822, 828 (Ga. Ct. App. 2008).

202. After Ms. Tsavaris's termination on January 31, 2017, she wrote Defendant Morris a letter on February 6, 2017, as set forth in this Complaint, after which time, Ms. Tsavaris and Defendant Morris spoke by telephone.

203. During this brief phone conversation, Defendant Morris threatened Ms. Tsavaris with "bad paper" if she refused to resign.

204. Defendant Morris made this threat to Ms. Tsavaris to cover his willful, unlawful acts.

205. Defendant Morris knowingly, willfully, with malice, and conscious disregard for the consequences, made this statement to Ms. Tsavaris with the intent that it be a threat to her of injury to her reputation and her career, that it be a threat to her of exposure to public ridicule, and that he would make good on his threat if she refused to resign.

206. Ms. Tsavaris refused to resign because she had done nothing wrong.

207. Defendant Morris publicized the statement "inability to do her job," to the Unemployment Compensation Board and, on information and belief, a similar statement about why he was not renewing Ms. Tsavaris's contract to Savannah Law School's RPT Committee, and probably also to the Board of Directors and Defendant Markovitz, all instances in which the statement would be considered privileged if Defendant Morris and Defendant(s) had a good faith belief as to the veracity of the statement.

208. Defendant Morris, on information and belief, has made good on his threat of "bad paper" and, among other actions, made an unprivileged (unprivileged, because he

does not, in good faith, believe the truth of his statements) communication of this false statement in her file and allowed it to be, and intended it to be, widely and repeatedly *disseminated to any third parties.*

209. Defendant Morris has made good on his threat of "bad paper" by allowing, and intending for, the harmful, degrading information to be disseminated such that some particular students at Savannah Law School believe and have stated to others that Ms. Tsavaris was not reappointed because of her student evaluations and her teaching skills.

210. Defendant Morris's statement(s) are defamatory *per se*.

211. Defendant Morris's statement of "inability to do her job" is false and he knew it was false because and by that upcoming July of 2017, she would have, worked tirelessly for four years, devoting thousands of hours of her life and her career to the law school and its students; receiving many favorable student evaluations; receiving favorable peer evaluations and annual recommendations of contract renewal from the RPT Committee; receiving thank-you, cards, gifts, e-mails, and all manner of messages throughout her years at the law school from her students grateful for what the legal writing and skills she had taught them that helped them pass the bar and enabled them to obtain jobs and to impress their employers and clients.

212. Defendant Morris intended to, and did, severely harm or ruin Ms. Tsavaris's reputation within Savannah Law School, throughout AJMLS, and in the legal writing academic community because of the particular demands or qualifications of her vocation that the charge by Defendant Morris of an alleged lack of knowledge, skill, or capacity to teach legal writing and skills courses affects her ability to successfully carry on her profession.

213. Defendant Morris's threat of "bad paper" and his defamatory statements communicated without privilege to certain third parties have exposed Ms. Tsavaris to ridicule, shame, severe emotional distress, loss of income and other benefits, and the inability to secure employment in her chosen profession at which she has worked so very hard for many years of her life in order to provide, as a single parent, for her son.

214. As a result, Ms. Tsavaris has suffered damages in an amount to be proven at trial, including but not limited to, harm to her reputation, emotional harm, exposure to ridicule, shame, loss of income and other benefits, and the inability to secure employment in her chosen profession at which she has worked so very hard for many years of her life.

215. By threatening Ms. Tsavaris with "bad paper" if she did not resign, and by making the defamatory statements identified herein, Defendant Morris acted with malice, oppression, or fraud, and is thereby liable for punitive damages in an amount to be proven at trial.

Count 7
Negligent Misrepresentation/Deceit
(Against all Defendants except for JMLS 1422, LLC)

216. Ms. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

217. In Georgia, the essential elements for a successful Negligent Misrepresentation/Deceit claim are: "(1) the defendant's negligent supply of false information to foreseeable persons, known or unknown; (2) such persons' reasonable reliance upon that false information; and (3) economic injury proximately resulting from such reliance." *Marquis Towers, Inc. v. Highland Grp.*, 593 S.E. 2d 903, 906 (Ga. Ct. App. 2004.

218. Defendants represented to Ms. Tsavaris that her position was a tenure-track position as an associate professor, commencing with the academic year 2013-2014 in a letter from then-Dean Lynn on AJMLS letterhead, and followed by a reappointment letter from him for the 2014-2015 academic year and expressing his appreciation for her service to the law school and her dedication to the students, this time on Savannah Law School letterhead. The next two letters reappointing her as a tenure-track associate professor for the 2015-2016 and 2016-2017 academic years were signed by Defendant Morris.

219. Defendants knew at the times they made these representations to Ms. Tsavaris in each of the letters that the "tenure-track" portion of the position they offered to Ms. Tsavaris was false and that they would never allow her to become tenured.

220. Defendants made the representations with the intention and purpose of deceiving Ms. Tsavaris.

221. Ms. Tsavaris reasonably relied upon that information when she accepted the offer and relocated from Carmel, Indiana to Savannah, Georgia with her teenage son.

222. As a proximate result of those misrepresentations having been made, Defendants gained an excellent legal writing and skills professor for four years who helped their students pass the bar, secure jobs, and excel at those jobs.

223. As a proximate result of those misrepresentations having been made, Ms. Tsavaris relied on them, began her employment at Savannah Law School, devoted four years and thousands of hours of her life to the school and the students, and now has suffered immediate and ongoing loss and damages including, but not limited to, the significant and adverse impact on her career; the deprivation of a job for unlawful reasons

by Defendant(s); loss of income in the form of wages (past, present, and future lost wages), health insurance, prospective retirement benefits, social security, and other benefits due to her, in addition to mental anguish and emotional distress, all in an amount to be established at trial.

Count 8
Tortious Interference with potential business relations
(Against all Defendants except for JMLS 1422, LLC)

224. Ms. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

225. For a successful claim of Tortious Interference with Potential Business Relations, Ms. Tsavaris must show that "[Defendants] acted improperly, without privilege, and with intent to induce a third party or parties not to enter into or continue a business relationship with [Ms. Tsavaris,] causing injury to [Ms. Tsavaris]." *Parks v. Multimedia Technologies, Inc.*, 520 S.E. 2d 517, 526 (Ga. Ct. App. 1999).

226. After Defendant Morris threatened Ms. Tsavaris with "bad paper" if she refused to resign, on information and belief, he improperly and wrongfully and without privilege placed in her school file and otherwise disseminated to others a statement he knew was maliciously false and defamatory as to her purported inability to do her job.

227. Defendant Morris acted purposely and with malice with the intent to injure Ms. Tsavaris when he engaged in these actions.

228. After she was notified that she would not be reappointed to teach at Savannah Law School, Ms. Tsavaris submitted approximately 50 application packages in

response to job openings for professors at other law schools in the country. To date, she has not received a single offer.

229. Defendant Morris's actions caused, and will continue to cause, third parties to discontinue or fail to enter into an anticipated business relationship with Ms. Tsavaris because he has maliciously carried out his threat to her of "bad paper," that is, bad references.

230. Defendant Morris's tortious and malicious conduct proximately caused immediate and ongoing damages to Ms. Tsavaris, including but not limited to lost income in the form of wages (past, present, and future lost wages), health insurance, prospective retirement benefits, social security, the significant and adverse impact on her career, and loss of other benefits due to her, in addition to mental anguish, shame, and emotional distress, all in an amount to be established at trial.

Count 9
Breach of Contract
(Against all Defendants except for JMLS 1422, LLC)

231. Ms. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

232. Ms. Tsavaris had a valid and binding contract with Defendants.

233. The termination of Ms. Tsavaris is a breach of her employment agreement. Defendant Morris wrote and issued her non-reappointment letter without faculty recommendation and contrary to the faculty recommendations that her contract be renewed. Defendant Morris issued the non-reappointment without any prior notice or warning whatsoever and never provided her, when asked at least twice, with any objective standards or methods of measurement for the student evaluations, which he used as part of

his determination that she should not be re-appointed, despite that the Handbook states that these evaluations should be used cautiously. He ignored her invitation to revisit her classes. Defendant Morris's actions are entirely unprecedented at Savannah Law School, breached Ms. Tsavaris's contract, and are completely inconsistent with the rules, policies, and practices of the ABA, AAUP, AALS, and SALT.

234. Ms. Tsavaris's contracts were made in accordance with the policies and procedures set forth in the Faculty Handbook. The Faculty Handbook expressly incorporates the AAUP policies. Section 310(a) of the Faculty Handbook provides that the Dean should not act unilaterally, but in concert with the faculty, as does Section 405(c), as set forth in this complaint. Despite these provisions, Defendant Morris acted unilaterally and disregarded the RPT Committee reports. Further, when he told the RPT Committee that he was planning to not re-appoint Ms. Tsavaris, one of the Committee members reminded Defendant Morris that the Handbook provides that "student evaluations should be used cautiously."

235. The Handbook specifically incorporates the '1940 Statement of Principles on Academic Freedom and Tenure,'" which provides that "[n]otice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period." Ms. Tsavaris was given six months' notice without any prior warning whatsoever while in her fourth year of tireless dedication to teaching at Savannah Law School.

236. Defendants' failure to give timely notice under the Faculty Handbook and its failure to give notice required by AAUP guidelines which are incorporated into the Handbook and into Ms. Tsavaris's contracts, severely prejudiced her ability to continue

her teaching career in the 2017-2018 academic year, and beyond, at another institution because the hiring season for an academic institution begins in the fall semester and ends early in the calendar year, as Ms. Tsavaris explained to Defendant Morris in her letter of February 6, 2017.

237. Although Defendant Morris has not characterized Ms. Tsavaris's dismissal as "for cause," the grounds stated in her non-reappointment letter and on the Georgia Department of Labor form (from "facts" supplied by Defendants) bear a striking resemblance to the grounds for dismissal for cause in the Faculty Handbook.

238. Defendant Morris characterized Ms. Tsavaris's non-reappointment as a dismissal not for cause in order to avoid the procedural requirements set forth in Sections 701 - 705 of the Faculty Handbook which are meant to provide Ms. Tsavaris due process, just as then-Dean Lynn, in concert with Defendant Markovitz, did with Ms. Pinder at AJMLS. *See supra* ¶ 134.

239. When Defendant Morris issued her notice of termination, he breached Ms. Tsavaris's contract and her right to due process where the Handbook, which "is [his] guide for making personnel decisions[,]" requires that "[i]f the Dean and the faculty member are unable to resolve the issue of dismissal for cause informally, the Dean *shall* refer the matter to an Informal Committee of Inquiry to examine the allegations of dismissal for cause." Faculty Handbook, Article VII, § 701(a) (emphasis added).

240. The Committee, if unable to resolve the status of the faculty member informally would then "examine the grounds for dismissal for cause[,]" including "any additional facts submitted by the affected faculty member and by the Dean." *Id.*, § 702(a).

241. A recommendation of dismissal would require at least a two-thirds majority vote by the Committee. *Id.*

242. A dismissal for cause by the Dean also provides a faculty member with the right to a hearing before the RPT Committee upon conclusion of the Informal Committee of Inquiry proceedings. *Id.* § 703.

243. But Defendant Morris never referred the matter to an Informal Committee of Inquiry to examine the allegation of dismissal for cause, as he was obligated to do (*see* ¶ 239) because he knew that the RPT Committee would be reluctant and unlikely to recommend dismissal because of its favorable annual reports, particularly the latter two annual reports. The RPT Committee would have had to reverse itself to give Defendant Morris a dismissal for cause finding.

244. As set forth above, Defendant Morris dismissed Ms. Tsavaris with "for cause" reasons for her dismissal but claimed that he was not dismissing her "for cause" in an attempt to deny her due process and breach her contract.

245. Ms. Tsavaris's contract also prescribes severance pursuant to the AAUP guidelines.

246. Defendants owe Ms. Tsavaris an amount for damages to be determined at trial.

Count 10
Negligent Infliction of Emotional Distress
(Against all Defendants)

247. Ms. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

248. To state a successful claim for Negligent Infliction of Emotional Distress in Georgia under the impact rule, three elements must be shown: (1) a physical impact to the plaintiff; (2) the physical impact causes physical injury to the plaintiff; and (3) the physical injury to the plaintiff causes the plaintiff's mental suffering or emotional distress." *Clarke v. Freeman*, 692 S.E. 2d 80, 84 (Ga. Ct. App. 2010).

249. On the morning of March 7, 2017, around 8:15 a.m., Ms. Tsavaris had just stepped outside of the main second-floor classroom, room 207, in which she had taught classes since the Fall semester of 2013, and in which she was scheduled to teach at 9:00 a.m.

250. At that moment, the cleaning lady had just wet-mopped the floor, left no sign warning of a wet floor, and disappeared around the corner.

251. Ms. Tsavaris slipped and fell so hard that she injured her neck and ruptured the scapholunate ligament in her right wrist.

252. This injury necessitated two surgeries on her wrist; severe pain, inflammation, and swelling; and more than a year of physical therapy which is—or should be—ongoing.

253. The injury to her right wrist has caused Ms. Tsavaris severe mental suffering and emotional distress because she is right-handed, writes and teaches for a living, or used to teach before she was terminated by Defendants, now has restricted use of her right hand, and lives in constant fear that she will continue to lose further use of her right hand as time goes on as a result of the ruptured scapholunate ligament and the necessary surgeries following the fall. Her emotional distress is made far worse by

Defendants' unlawful conduct and wrongful termination of her and the direct results of that on her inability to secure employment in her chosen profession.

254. Defendants willfully and wantonly provided a floor with a poor slip co-efficient in Ms. Tsavaris's workplace. Defendants recklessly, wantonly, and/or negligently permitted the cleaning crew to mop the floor—without placing a warning sign on the floor—immediately outside of a classroom in which Ms. Tsavaris was regularly scheduled class to teach class in less than an hour.

255. As a proximate result of Defendants' willful, wanton, reckless, and/or negligent actions, Ms. Tsavaris has restricted use of her right hand and has suffered, and will continue to suffer, severe emotional distress, ongoing pain, and continued anxiety as to whether she will one day loss all use of her right hand, in addition to being unemployable in her chosen profession as a proximate result of Defendant's unlawful actions.

Count 11
Bad Faith in Violation of O.C.G.A. § 13-6-11
(Against all Defendants)

256. Ms. Tsavaris incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

257. Defendants have acted in bad faith with their unlawful actions against Ms. Tsavaris and have caused Ms. Tsavaris unnecessary trouble and expense.

258. As a result, Ms. Tsavaris is entitled, under Georgia law, to recover her expenses of litigation incurred in protecting her rights in this action.

PUNITIVE DAMAGES ALLEGATIONS

216. Defendants' actions, as set forth in this Complaint, demonstrated willful misconduct, malice, wantonness, oppression, and that entire want of care which would raise the presumption of conscious indifference to consequences, such that an award of punitive damages is warranted. *See* O.C.G.A. § 51-12-5.1.

DEMAND FOR JURY TRIAL

Plaintiff Maggie Tsavaris demands trial by jury of all issues set forth herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Maggie Tsavaris respectfully requests judgment against the Defendants for:

a. compensatory damages to be determined by a jury for Ms. Tsavaris's emotional distress, suffering, inconvenience, mental anguish, loss of enjoyment of life, the significant and adverse impact on her career, and special damages;

b. back pay and all fringe and pension benefits with prejudgment interest thereon;

c. front pay to compensate Ms. Tsavaris for her ongoing and future lost wages, benefits, and pensions;

d. liquidated damages;

e. damages for Plaintiff's future economic losses, including medical and related expenses;

f. damages for breach of contract;

g. all costs of court;

h. reasonable attorney's fees and costs pursuant to O.C.G.A. § 13-6-11;

i. punitive damages to be determined by a jury in an amount sufficient to punish Defendants for their egregious, wanton, reckless, and unlawful conduct toward Ms. Tsavaris and to deter Defendants from any similar conduct in the future;

j. Judgment against Defendants for damages incurred by Ms. Tsavaris;

k. Judgment against Defendants in an amount that will fully and properly compensate Ms. Tsavaris; and

l. All other and further relief as this Court deems just and proper.

Dated: May 25, 2018

Respectfully submitted,

By: _____

Maggie Tsavaris
Plaintiff proceeding *pro se*
1906 Stone Street
Savannah, GA 31410
Telephone: 305.753.9886
MaggieTsavaris@gmail.com

Exhibit A

Pinder Complaint

IN THE UNITED STATES DISTRICT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

KAMINA PINDER and SCOTT SIGMAN,	:	
	:	CIVIL ACTION FILE NO.
	:	_____
	:	**JURY TRIAL DEMANDED**
Plaintiffs,	:	
v.	:	
JOHN MARSHALL LAW SCHOOL, LLC and JOHN MARSHALL LAW SCHOOL,	:	
Defendants.	:	

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

Plaintiffs KAMINA PINDER ("Ms. Pinder") and SCOTT SIGMAN ("Mr. Sigman") file this complaint against Defendants JOHN MARSHALL LAW SCHOOL, LLC AND JOHN MARSHALL LAW SCHOOL, (hereinafter collectively referred to as JMLS) showing the Court as follows.

INTRODUCTION

1.

Plaintiffs Kamina Pinder and Scott Sigman are both former associate professors at JMLS. The instant lawsuit arises out of their termination from

employment, breach of their contracts of employment and violation of their civil rights.

JURISDICTION AND VENUE

2.

Plaintiffs' claims under 42 U.S.C. § 1981 present federal questions over which the Court has jurisdiction pursuant to 28 U.S.C. § 1331. Plaintiff s' Title VII claims present federal questions over which the Court has jurisdiction pursuant to 28 U.S.C. § 1343. The Court has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367.

3.

Pursuant to 28 U.S.C. § 1391(b) and 42 U.S.C. § 2000e-5(f)(3), the Court is an appropriate venue for Plaintiffs' claims because all of the parties reside and/or conduct business within the Northern District of Georgia and the unlawful employment practices giving rise to Plaintiffs' claims occurred in this judicial district.

PARTIES

4.

Plaintiff Pinder resides in the Northern District of Georgia and Plaintiff Sigman resides outside of the Northern District of Georgia. Plaintiffs subject

themselves to the Court's jurisdiction. Plaintiffs were employees of Defendants at all times material to the Complaint, concluding with their unlawful terminations.

5.

Defendant JOHN MARSHALL LAW SCHOOL, LLC is a for-profit company licensed to do business in Georgia. JOHN MARSHALL LAW SCHOOL, LLC transacts business in the Northern District of Georgia.

6.

Defendant JOHN MARSHALL LAW SCHOOL is a not for -profit company licensed to do business in Georgia. JOHN MARSHALL LAW SCHOOL, LLC transacts business in the Northern District of Georgia.

7.

Plaintiffs were employed by Defendants at 1442 West Peachtree Street, N.W., Atlanta, Georgia 30309. All or substantially all of the unlawful conduct giving rise to the Complaint occurred at that address.

8.

Defendant JOHN MARSHALL LAW SCHOOL, LLC (DE) is subject to the Court's jurisdiction and may be served with process through its registered agent for service of process, Richardson R. Lynn at 1442 West Peachtree Street, Atlanta, Georgia 30309.

9.

Defendant JOHN MARSHALL LAW SCHOOL is a not-for-profit corporation and is subject to the Court's jurisdiction and may be served with process through its registered agent for service of process, Richardson R. Lynn at 1442 West Peachtree Street, Atlanta, Georgia 30309.

ADMINISTRATIVE PROCEEDINGS

10.

Plaintiffs timely filed Charges of Discrimination with the Equal Employment Opportunity Commission ("EEOC").

11.

On May 31, 2012, the EEOC issued Plaintiffs their notices of right to sue. By tolling agreement, the time within which Plaintiffs could bring suit pursuant to Title VII was extended to and through September 20, 2012.

12.

Plaintiffs have exhausted their administrative remedies prerequisite to filing suit pursuant to Title VII.

FACTUAL ALLEGATIONS

Plaintiff Kamina Pinder

13.

Plaintiff Kamina Pinder is an African American woman. She is a graduate of Smith College where she received her Bachelor of Arts in 1993. She obtained her Juris Doctor degree at the New York University School of Law in May 1996. There, she was associate editor of the *Review of Law and Social Change*. She was selected to receive a public interest committee grant and was involved in the Family Defense Clinic. She received her LLM in advocacy at Georgetown University Law Center.

14.

She was a clinical fellow at Georgetown University Law Center from August 1996 to July 1998. She was a writing lecturer at University of Texas School of Law from August 1998 until May 2000.

15.

Ms. Pinder was an attorney at the Center for Law and Education in Washington D.C. from July 2000 until December 2000. From January 2001 until July 2006 she worked as a staff attorney in the Office of General Counsel of the United States Department of Education.

16.

She was a BARBRI lecturer for the State of Georgia from January 2011 to the present, teaching the Professional Responsibility essay exam for Georgia. She was employed at John Marshall Law School from 2006 until she was terminated. She has several publications to her credit, including one in the John Marshall Law Journal.

Ms. Pinder's Career At John Marshall Law School

17.

In the fall of 2006, Ms. Pinder began teaching in the legal writing program at John Marshall Law School. Dean Richardson Lynn also began the same year as the Dean and Professor of Law. In the fall of 2006, based on her credentials in teaching, Ms. Pinder was approached by several members of the faculty about applying to teach on the tenure track, specifically teaching doctrinal courses. At that time, doctrinal professors were tenure tracked while skills professors, such as Ms. Pinder, were not.

18.

In the spring of 2007, Dean Lynn informed Ms. Pinder that she did not have enough faculty support to switch tracks, despite substantial evidence to the contrary.

19.

As a consequence of this, in the spring of 2007, Ms. Pinder drafted a report to the ABA pointing out patterns of race-based discrimination at the law school. This was the first, but not the last instance of protected speech she engaged in pursuant to Title VII of the Civil Rights Act, 42 U.S.C. §2000e *et seq.* and pursuant to 42 U.S.C. §1981. She sent the draft to the owner of the school, Dr. Michael Markovitz, and copied Dean Lynn and Associate Dean Kathleen Burch.

20.

As a result of Ms. Pinder's protected conduct, JMLS refused to place Ms. Pinder in a doctrinal position, but encouraged her to reapply the following year. Her complaint of discrimination was never investigated. Ms. Pinder has recently learned that at the end of that academic year, the Dean pressured members of the retention, promotion and tenure committee to put negative information in her evaluation. They refused.

21.

During the 2007–2008 academic year, Ms. Pinder reapplied for a position on the doctrinal staff. This time the hiring decisions were made through faculty vote. She received a clear majority of votes. Notwithstanding this, she was still assigned

to teach a contracts and a skills course for the 2008–2009 academic year. No other doctrinal hire was assigned to teach a skills course along with a doctrinal course. Indeed, since Ms. Pinder had been employed at John Marshall Law School, she was the only doctrinal hire that has been required to also teach legal writing. She pointed out this disparity, but was ignored.

22.

During the 2009–2010 academic year, as a member of the strategic planning committee, Ms. Pinder brought forth several ideas, one of which was a summer preparation program for incoming law students. There appeared to be a real need for this, and she researched the idea with the hope that John Marshall Law School would institute such a program. She approached the Dean, who was uninterested. She also proposed the idea to the Director of Academic Support, Kimberly D'Haene (who also approached the Dean about a summer prep program), the Dean of students, Sheryl Harrison, the Director of Legal Skills, Scott Sigman and the former Associate Dean, Kathleen Burch. She also mentioned her idea to Dr. Markovitz. Dr. Markovitz knew that Ms. Pinder had approached him a few times about increasing faculty salaries, so he told her that instead of asking for a raise, "why not make the program your own?" Shortly after that, and with Dr. Markovitz's blessing, Ms. Pinder and Scott Sigman decided to start their own

summer preparation program for incoming law students. John Marshall Law School had no such program and they were not competing with it.

23.

Also in 2009–2010, Ms. Pinder proposed a change to the faculty handbook that would make it general policy for the full-time faculty to get priority over faculty at other schools for summer and intercession teaching assignments. The faculty voted for it, and it was to go to the Board of Directors for final approval. The Dean told Ms. Pinder that Dr. Markovitz wanted an explanation as to why it was good for the institution. Ms. Pinder concluded that Dr. Markovitz did not want this change, and so she did not send an explanation.

24.

In the spring and summer of 2010, Mr. Sigman and Ms. Pinder started putting together Law School Advantage, with plans to launch it in July 2011. This included a website that recited their credentials, including their positions at John Marshall Law School. Neither Ms. Pinder nor Mr. Sigman kept the launch of their business secret, having received the blessing of Dr. Markovitz. The majority of the faculty, including senior faculty, was aware of the business and, indeed, offered suggestions in support of it. In fact, the Assistant Dean of Administration, Michelle Harris, recommended for the business a contact, Amanda French, at

neighboring Breman Center, a then potential site for the business. Both Mr. Sigman and Ms. Pinder were aware that several other professors had businesses and consulting operations where they used their credentials at John Marshall to promote their businesses.

Ms. Pinder Is Told Her Contract Will Not Be Renewed

25.

On March 3, 2011, Dean Lynn called Ms. Pinder into his office and handed her an envelope that told her that her contract would not be renewed. The letter expressly recited that her termination was not "for cause," but went on to give alleged reasons for her non-renewal:

> They include your establishing and engaging in a business while employed as a full-time faculty member, engaging in a business that creates possible conflicts of interest, using the law school name on your business website without permission, using law school computer facilities for your business, failure to cooperate by submitting an explanation to the Board of Directors for the proposed Faculty Handbook change that you supported, and failure to follow law school policies on make-up classes.

26.

Ms. Pinder was astonished by the Dean's action. Her business was not for current law students, but for people who had not yet started law school. Thus, there was no potential conflict. Ms. Pinder had first tried to start a similar program through the law school, but the principals of the law school were not interested.

The program does not violate the faculty handbook. Other Caucasian faculty members on the faculty were open about their business interests, some of which did conflict with the law school.

27.

Ms. Pinder did not violate any law school policy regarding make-up classes. To the contrary, she made an extraordinary effort to make sure her law students had an opportunity to obtain the material and information they missed.

28.

Regarding the proposed change to the faculty handbook, Dean Lynn and Dr. Markovitz had already made it clear to Ms. Pinder that her proposed change was dead on arrival. She was not insubordinate. She simply dropped the issue. Notably, two days after she did not provide an explanation for the proposal, Dean Lynn renewed her contract for the 2010-2011 academic year; it is inconsistent that he then used this "insubordination" as a pretext not to renew her contract for the 2011-2012 academic year.

JMLS's Motive For Terminating Ms. Pinder

29.

Ms. Pinder was to apply for tenure in the fall of 2011. Dean Lynn's actions are essentially a preemptive strike to keep her from successfully applying for

tenure. Every black woman on the faculty at John Marshall Law School has had to teach skills courses before teaching a doctrinal class. The Dean non-renewed two of four black women on the tenure-tracked faculty (Ms. Pinder and Michele Butts). Of the remaining two women, Sheryl Harrison and Patrice Fulcher, only one is likely to get tenure in the foreseeable future. Professor Fulcher applied for a doctrinal teaching position but was steered to teach skills despite an extensive criminal law practice background. So long as Ms. Harrison is Dean of Students, her tenure clock tolls and she moves no closer to tenure.

30.

When the Dean turned Ms. Pinder down for a tenure track position in 2007, he hired less credentialed white males. Indeed, Professor John Rapping, a Caucasian male who applied for the non-tenure-track Director of Externship position, was steered towards teaching a doctrinal class.

The Treatment of Black Women On the Faculty

31.

The first year Ms. Fulcher was hired, she was put on one of the most work-intensive faculty committees (faculty recruitment). Dean Lynn also asked that she coordinate the inaugural Fred Gray Symposium. She had no choice but to say yes.

This was an extremely work-intensive effort, and at the ABA site visit one of the reviewers expressed concern to Patrice Fulcher that she was taking on too much.

32.

Ms. Fulcher was voted to cross over to the doctrinal faculty in December 2010. At the faculty vote, the Dean expressed to the faculty that because she had not written any articles, it would be unlikely that she would get tenure. When she was voted in anyway, he called to tell her that he was "reluctantly" congratulating her.

33.

When the ABA conducted its site visit in spring 2009, one of the investigators from Howard Law School met with all of the black women on faculty (except Ms. Pinder who was not available). She expressed concerns to them about the disparate treatment of women and especially black women on the faculty.

34.

More recently, in the 2010-11 school year an ABA site team recommended against a Savannah campus of John Marshall Law School. At a faculty meeting, Professor Lisa Tripp asked why the ABA made the recommendation. The Dean replied that it was for irrelevant reasons, like lack of African-American tenured faculty.

35.

In spring 2010, Ms. Pinder sought a job at Charlotte School of Law. She received an overwhelming faculty vote, but the Charlotte dean vetoed the faculty vote after speaking with Dean Lynn. When Ms. Pinder spoke with Dean Lynn about the experience, he said that there were many times that he thought he did a fantastic job in interviews for a Dean position, but then they gave the job to a woman or a minority. While Ms. Pinder did not consider her status as a woman or a minority to be at issue in the interview or in any other job related matter, the Dean apparently did.

36.

On information and belief, black women on the faculty have been paid significantly less than their Caucasian male counterparts with similar experience.

37.

Other similarly situated white faculty members were treated more favorably than Ms. Pinder:

- Michael Kent, Caucasian, applied for the same position – Legal Skills – at the same time Ms. Pinder did, but was hired to teach on the tenure track.
- Stan Bernstein, Caucasian, was hired to teach on the tenure track the same year Ms. Pinder's application to teach was denied, and despite many

complaints and consistently negative evaluations year after year, his contract was renewed each year until he resigned.

- Jon Rapping, Caucasian, has a business that is encouraged and supported by the school (his John Marshall Law School information is on the website); he was hired for a doctrinal position even though he applied for a Director of Externships position. His salary is significantly higher than Ms. Pinder's.
- Jeffrey Van Detta, Caucasian, teaches at Concord Law School and has his JMLS information on the Concord Law School web site.
- Kevin Cieply, Caucasian, was hired with less teaching experience but paid more than Ms. Pinder.

Plaintiff Scott Sigman

38.

Until recently, Professor Sigman was a full-time faculty member at John Marshall Law School. He was the Director of Legal Skills and Professionalism Program and an Associate Professor. In addition to his administrative duties, he taught Deposition Skills, Legal Drafting, Legal Research, Writing and Analysis 1 and 2, Negotiations, Trial Advocacy & Writing, Professional Responsibility, and Advanced Appellate Advocacy.

39.

Professor Sigman joined the John Marshall Law School faculty in 2007 after teaching for two years in the Legal Writing, Research and Advocacy Program at Emory University School of Law. Prior to that, he practiced in San Diego, California with law firms such as Baker, McKenzie and Foley & Lardner where he litigated employment cases, including but not limited to claims of sex and race discrimination, unpaid wages and wrongful termination. He also worked in bankruptcy and general commercial matters.

40.

Professor Sigman was a graduate of West Virginia University College of Law where he was Chief Justice of the Moot Court Board and a member of the National Moot Court team. He was a teaching assistant for the legal research and writing program and a student attorney at the legal clinic. In 1996, he was named the outstanding graduate and admitted to the Order of the Barristers.

Professor Sigman's Hiring at John Marshall Law School

41.

In the winter of 2006-2007, Professor Sigman was approached by then Academic Dean of John Marshall Law School, Kathe Burch, and urged to apply for a position as Professor of Legal Skills. In the course of the interview process,

Professor Sigman made it clear that he would not be interested in a position at John Marshall if he did not have a vote or voice in faculty governance, if John Marshall did not value skills education, and if he could not be an advocate for advancing the status of skills professors. Dean Richardson Lynn told Professor Sigman that he would support him in the JMLS environment. He hired Professor Sigman as an Associate Professor of Legal Skills in a one-year appointment.

42.

In April or May 2008, Legal Skills faculty was put on tenure track. Every Legal Skills professor received pay increases, and the "of Legal Skills" portion of their title was dropped.

Racially Hostile Environment

43.

In approximately September or October 2008, Associate Professor Michele Butts told a minority student that minorities did not do well in Professor Sigman's class. The student reported this comment to Kamina Pinder who conveyed it to Professor Sigman. Professor Sigman reported this to Michelle Harris, Assistant Dean for Administration, and the purported HR person at JMLS. He told her that she should do whatever she could to stop this type of discriminatory conduct without hurting the student who reported it.

44.

On October 21, 2010, Dean Lynn called Professor Sigman to his office and informed him that Michele Butts claimed that he had placed her in a hostile working environment. The Dean said he was obliged to look into the matter. Professor Sigman explained his position and explained that there was no basis upon which to make such a claim. He told the Dean that it was a false charge and should be treated accordingly. The Dean agreed that she was not placed in a hostile work environment. He told Professor Sigman that he should not put things in writing (because he had told Ms. Butts by email that she'd been unprofessional when he was working on a project to advance the Skills Program). Professor Sigman told the Dean that putting things in writing was meant to protect himself and to prove that he was not doing anything illegal with respect to Ms. Butts.

45.

The next day, Professor Sigman sent his follow-up email confirming his conversation with the Dean. The Dean responded in writing that Ms. Butts was satisfied with the result and that she didn't use the phrase "hostile work environment" in "the legal sense." In other words, Ms. Butts admitted she had filed a false claim, but the Dean did nothing about it. During the meeting, Professor Sigman also asked the Dean why he continued to renew someone who he

had acknowledged over and over again was a problem and who now had filed a false claim. The Dean told Sigman that he and the school followed the usual course in academia; that is, as long as someone is teaching well, that person will get renewed until the tenure year. If that individual has not published or has proved completely problematic, then there would be no tenure and that individual instead would have a terminal year. This, to Sigman, was an assurance that his job was secure for several years. In fact, he expressed to the Dean at that time how reassuring it was.

Professor Sigman Engages in Protected Speech Concerning Professor Butts

46.

In November 2010, an evening student came to Professor Sigman about Professor Butts. He had written a complaint that included complaints that Professor Butts discriminated on the basis of gender. Subsequently, another student, Mr. Fuller, complained about the same things regarding Professor Butts, including discrimination on the basis of gender.

47.

After some commentary from various faculty members, Professor Sigman drafted a response sometime after the first complaint about Professor Butts.

Another student complained about the same problems, including discrimination on the basis of gender.

48.

In November 2010, one of the students emailed Dean Mears to "follow up" on his complaint and to talk to him about changing professors. Three men transferred out of Professor Butts' class after one petitioned for a grade change because of "inadequate instruction."

49.

During February of this year, Professor Sigman received multiple complaints of favoritism from students about Professor Butts and, in particular, concerning grade bumps.

50.

On February 10, Lee Adams sent Professor Sigman an email telling him that Professor Butts had not responded to her request for information and asking Professor Sigman to supply what he knew about her service and scholarship. On February 15, Professor Sigman sent an email to the sub-committee, including Jeff VanDetta, evaluating Professor Butts, and identifying that he had concerns about her draft report and stating that he would provide further information. On February 18, 2011, Lee Adams asked for the email chain that prompted

Professor Sigman's insistence that Professor Butts' RPTC report be changed. Professor Sigman responded with the full chain, where Professor Sigman memorialized that Professor Butts had told him, "I'm not your bitch, Scott" and that she, in response, did not deny the charge but, instead, said she did use inappropriate language. Dean Lynn had been copied on all the email exchanges with Ms. Butts, but never stepped in. Also on February 18, Professor Sigman sent Joanna Apollnskl, Chair of the Academic Standards Committee, asking the Committee to make a change in the policy regarding grade bumps in order to prevent Professor Butts and others from impacting students so adversely.

51.

On February 25, 2011, email exchanges with Professor Lee Adams, Dean Mears and Lance McMillan contained analysis of the grade bumps given by Professor Butts. The numbers supported an inference of discrimination. Professor Adams' summary in the email states, "Most damning number are: (a) no males received a bump at all[,] (b) all minority women in PTP and P received a bump[,] (c) minority women received bumps at a rate of 62.5 percent while everyone else received bumps at only an 11 percent rate." Apparently at or close to this time, Professor Adams told the Dean that there was a prima facie case of a Title IX violation against the school.

52.

On February 28, 2011, Professor Sigman had a lengthy phone conversation with Professor Jeff VanDetta. The conversation concerned the RPTC report for Professor Butts. In that conversation, VanDetta told Professor Sigman that he should be the one complaining, as he was the one being harassed by Butts, that he didn't think that RPTC's function was to investigate, but that it was the administration's responsibility and that he was concerned that the Dean had been told there was a prima facie Title IX case. Professor Sigman told Professor Van Detta that he was being discriminated against and that Professor Butts wouldn't pull this "stuff" with a black female. He told Professor Van Detta he was tired of having to clean up after her and stated that he believed that he and students were being discriminated against and that he did not want her renewed if that was the case.

53.

On March 1, 2011, Professor Sigman met with Dean Lynn and complained:

1. He was tired of Professor Butts' antics;

2. That she had told a student that minorities didn't do well in Professor Sigman's class and nothing was done about that;

3. She was consistently making things more difficult in the program for him;

4. She filed a false complaint about Professor Sigman putting her in a "hostile working environment;"

5. One or more white male students had transferred out of her class and now there was evidence to substantiate allegations of racial and gender bias;

6. Professor Butts said to him, "I'm not your bitch, Scott" and that those words had specific sexist and potentially racist overtones as did her other actions;

7. That another professor had looked into Title IX and concluded there was a prima facie gender/race claim against the school.

54.

Professor Sigman told Dean Lynn he was tired of Professor Butts' actions and the administration's inaction. He was frustrated that the administration, including the Dean, pointed to RPTC and the Academic Standards Committee, that RPTC pointed to the administration, that academic standards pointed to the administration and RPTC and that HR did absolutely nothing. Professor Sigman expressed frustration in this meeting and expressed to Dean Lynn that it needed to end.

Mr. Sigman is Told His Contract Will Not Be Renewed

55.

Later that afternoon, Dean Lynn sent an email to Professor Sigman asking if he could come see him the next day. On March 3, 2011, Professor Sigman went to the Dean's office per his request by email the previous day. Well after Sigman's

contract deadline for doing so, the Dean handed him a letter, with Dean Harris present, telling him that he was being non-renewed for starting a business. Professor Sigman asked if he was talking about *Law School Advantage* and the Dean said "yes." Professor Sigman explained that there had been proposals made to the school to conduct something similar to Law School Advantage in-house for newly matriculating students, but that the proposal had been rejected. He recounted a conversation between Kamina Pinder and Dr. Markovitz upon which Professor Sigman relied. In that conversation, Dr. Markovitz said, "Take this idea and make it your own." Professor Sigman explained that everyone knew that he and Professor Kamina Pinder were working on *Law School Advantage* and that they were not in violation of any academic rules. The Dean did not dispute this, but said he was "unaware of any conversation with Dr. Markovitz." The Dean then fired Professor Sigman despite strong faculty recommendations that he be retained.

Professor Sigman Seeks a Hearing On the Dean's Decision and The Dean Disparages Him

56.

On March 7, 2011, Professor Sigman sent an email to Jeff VanDetta, Chair of the Retention, Promotion and Tenure Committee pursuant to Section 703 of the faculty handbook, seeking a hearing because of his termination for alleged

conduct, "for cause" misconduct, instead of "not for cause" as characterized by the Dean.

57.

On March 14, 2011, Mr. Van Detta replied to Professor Sigman's March 7 email saying that the committee did not have jurisdiction in the matter.

58.

On March 15, Kamina Pinder, another terminated professor, and Professor Sigman, met with Dr. Markovitz. Dr. Markovitz professed that he wanted to do the right thing, but also said he did not understand how they could start a business and expect to stay employed. Professor Sigman reminded Dr. Markovitz that other professors engaged in outside businesses, and that he himself had said to "make this idea your own." He did not deny making the statement. He specifically said that the business idea was a good one and that JMLS had no interest in pursuing it. Consequently, there was no "potential conflict of interest" as the Dean put in Professor Sigman's notice of nonrenewal. On March 21, 2011, a letter was drafted and submitted to the Board of Directors and signed by "concerned faculty members" expressing concern about the terminations. They expressed concern for failure to follow requisite procedures in the terminations. It stated that the "effect

of the decisions has been to stifle the faculty's ability to speak openly, a key component of faculty governance." The letter asked for an investigation.

59.

On March 22, 2011, the American Association of University Professors (AAUP) sent a strong letter on behalf of Professors Pinder and Sigman to the Dean, opposing their terminations. On that same date, the Society of American Law Teachers (SALT) sent a letter to the Board of Directors expressing concern about the lack of process guaranteed by the handbook for the dismissal of Pinder and Sigman. In April of 2011, Academic Dean Mears sent an email asking more JMLS professors to teach in the summer. However, Professors Pinder and Sigman were not allowed to teach, even though JMLS clearly needed summer instructors. Instead, the school hired adjunct professors.

60.

Many professors have other jobs outside of the law school from which they make additional income. Examples include:

- John Rapping, the CEO of Southern Public Defenders Training Program. The website specifically references that Mr. Rapping teaches at JMLS;
- Patrice Fulcher, who teaches in Mr. Rapping's program. The website again includes a reference to JMLS;
- Andrea Doneff, who has outside work as a mediator and promotes the same

with her experience at JMLS; and

- Jeff VanDetta, who has for many years taught at a competing law school and who is listed on that school's website as a professor at JMLS.

COUNT I
RACE DISCRIMINATION – 42 U.S.C. § 1981
(By Plaintiff Pinder)

61.

Plaintiffs incorporate by reference all preceding paragraphs of this Complaint.

62.

At all times material to this Complaint, Plaintiff Pinder and Defendants were parties to an employment agreement under which Plaintiff Pinder provided services to Defendants and Defendants were required to, among other things, compensate her for her services.

63.

Plaintiff Pinder performed her obligations.

64.

Defendants' above-pled discriminatory conduct toward Plaintiff Pinder constitutes unlawful race discrimination against Pinder's rights, in violation of 42 U.S.C. § 1981.

65.

Defendants willfully and wantonly disregarded Plaintiff Pinder's rights, and Defendants' discrimination against Pinder was undertaken in bad faith.

66.

As a result of Defendants' unlawful actions, Pinder has suffered lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

COUNT II
RETALIATION – 42 U.S.C. § 1981
(By Plaintiff Sigman against Defendants)

67.

Plaintiffs incorporate by reference all preceding paragraphs of this Complaint.

68.

At all times material to this Complaint, Plaintiff Sigman and Defendants were parties to an employment agreement under which Sigman provided services to Defendants and Defendants were required to, among other things, compensate Plaintiff Sigman for his services.

69.

Plaintiff Sigman performed his employment related obligations.

70.

Defendants' above-pled conduct toward Plaintiff Sigman constitutes unlawful retaliation against Sigman's rights, in violation of 42 U.S.C. § 1981.

71.

Defendants' actions, in subjecting Plaintiff Sigman to retaliation for engaging in protected activity by complaining of, and opposing, discrimination, constitute unlawful intentional retaliation in violation of 42 U.S.C. § 1981.

72.

Defendants willfully and wantonly disregarded Plaintiff Sigman's rights, and Defendants' retaliation against Sigman was undertaken in bad faith.

73.

As a result of Defendants' unlawful actions, Plaintiff Sigman has suffered lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

COUNT III
RACE DISCRIMINATION – TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. § 2000e *et seq.*
(By Plaintiff Pinder against Defendants)

74.

Plaintiff Pinder hereby incorporates each and every preceding paragraph as if set forth fully herein.

75.

Plaintiff Pinder is African American.

76.

Defendants' above-pled discriminatory conduct toward Plaintiff Pinder violates Title VII.

77.

Defendants willfully and wantonly disregarded Plaintiff Pinder's rights, and Defendants' discrimination against Plaintiff Pinder was undertaken in bad faith.

78.

As a result of Defendants' unlawful actions, Plaintiff Pinder has suffered lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

79.

Plaintiff Pinder is entitled to an award of back pay and benefits,

compensatory damages, attorney's fees, and all other appropriate damages, remedies, and other relief available under Title VII and all federal statutes providing remedies for violations of Title VII.

COUNT IV
RETALIATION – TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. § 2000e *et seq.*
(By Plaintiff Sigman against Defendants)

80.

Plaintiff Sigman hereby incorporates each and every preceding paragraph as if set forth fully herein.

81.

Defendants' actions, in subjecting Plaintiff Sigman to retaliation for engaging in protected activity by complaining of, and opposing, discrimination violates Title VII.

82.

Defendants willfully and wantonly disregarded Plaintiff Sigman's rights, and Defendants' retaliation against Plaintiff Sigman was undertaken in bad faith.

83.

As a result of Defendants' unlawful actions, Plaintiff Sigman has suffered lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

84.

Plaintiff Sigman is entitled to an award of back pay and benefits, compensatory damages, attorney's fees, and all other appropriate damages, remedies, and other relief available under Title VII and all federal statutes providing remedies for violations of Title VII.

COUNT V
Breach of Contract
(By Pinder and Sigman against Defendants)

85.

Plaintiffs incorporate by reference all preceding paragraphs of this Complaint.

86.

Plaintiffs have valid and binding contracts with Defendants.

87.

The termination of Plaintiffs is a breach of each of their employment agreements. The Dean wrote and issued their non-renewal letters without faculty recommendation and contrary to the faculty recommendations that their contracts be renewed. The Dean issued the non-renewal without prior notice or warning and subsequently ignored requests for review or appeal. The Dean's actions are without precedent at John Marshall Law School, breach each of Plaintiffs'

contracts, and are inconsistent with the rules, policies and practices of the ABA, AAUP, AALS and SALT.

88.

Plaintiffs' contracts expressly state that the appointment is made "in accordance with the policies and procedures set forth in the Faculty Handbook ..." The Faculty Handbook expressly incorporates AAUP policies. Section 301(a) of the Faculty Handbook contemplates that the Dean should not act unilaterally, but in concert with the faculty. Notwithstanding this provision, the Dean acted unilaterally. No faculty members were consulted, nor were the Chairman or the Board of Directors consulted.

89.

Section 405(c) of the Faculty Handbook recites mandatory guidelines for notice of non-renewal. In neither the case of Pinder or Sigman was notice timely given.

90.

JMLS's failure to give timely notice under the Faculty Handbook, and its failure to give notice required by AAUP guidelines which are incorporated by reference into Plaintiffs' contracts, seriously prejudiced their ability to continue their teaching careers in the 2011–2012 academic year at another institution since

the hiring season for any academic institution begins in the fall semester and ends early in the calendar year.

91.

Plaintiffs' contracts prescribe severance pursuant to the AAUP guidelines.

92.

Although the Dean has not characterized Plaintiffs' dismissals as for cause, the grounds stated in their letters of dismissal are similar to those in the Faulty Handbook's grounds for dismissal for cause. However, the Dean characterized Plaintiffs' non-renewals as a dismissal not for cause in order to avoid the procedural requirements as set forth in Sections 703 and 703(a) of the Faculty Handbook which provide Plaintiffs due process, starting with an informal resolution. In the event an informal resolution could not be reached, the matter would have been sent to an informal committee of inquiry. That committee would have consisted of three members of the RPTC pursuant to Section 702. The committee would then in turn attempt to resolve the issue informally. That would have been easy to accomplish simply by asking Plaintiffs to cure the concerns set forth in their letters of termination. The next step would have been for the committee to examine the record and make a recommendation. However, the Dean in all likelihood knew that the committee would be reluctant and unlikely to

recommend dismissal. A favorable RPTC recommendation on behalf of both Plaintiffs was forthcoming at this time. The RPTC would have had to reverse itself completely to give the Dean a dismissal for cause finding. In the unlikely event that it had, then Plaintiffs would have been entitled to a hearing on the matter while represented by counsel.

93.

Thus, the Dean dismissed Plaintiffs, alleging "for cause" reasons for their dismissals, but not dismissing them "for cause" in an effort to deny them due process, breaching their contracts.

94.

Finally, by missing the deadline for terminating Plaintiffs, JMLS has breached a non-waiveable time limit as set forth in Section 904 of the Faculty Handbook. That section reads in applicable part:

> Unless otherwise noted in this Handbook, no time limits may be waived. No faculty holding probationary appointment may receive promotion or tenure because the relevant committee, Dean, Chairman, Board of Directors or their delegate failed to meet a deadline prescribed by this Handbook. No faculty member subject to dismissal for cause obtains any right to remain a faculty member by any failure to meet any time requirement.

95.

As the Dean has chosen to characterize Plaintiffs' terminations as not for cause, no time limits may be waived.

96.

Defendants owe Plaintiffs in an amount to be determined at trial.

COUNT VI
Bad Faith in Violation of O.C.G.A. § 13-6-11
(By Pinder and Sigman against Defendants)

97.

Plaintiffs incorporate by reference all preceding paragraphs of this Complaint.

98.

By their actions as more particularly described above, Defendants have acted in bad faith, have been stubbornly litigious, and have put the Plaintiffs to unnecessary trouble and expense.

99.

Accordingly, Plaintiffs are entitled, under Georgia law, to recover their attorneys' fees and expenses incurred in protecting their rights in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand a TRIAL BY JURY and the following relief:

(a) Full back pay from the date of Plaintiffs' terminations, taking into account all raises to which Plaintiffs would have been entitled but for their unlawful terminations, and all fringe and pension benefits of employment, with prejudgment interest thereon;

(b) Reinstatement to Plaintiffs' former position with Defendants, or in the alternative, front pay to compensate Plaintiffs for lost future wages, benefits, and pensions;

(c) Compensatory damages, in an amount to be determined by the enlightened conscience of the jury, for Plaintiffs' emotional distress, suffering, inconvenience, mental anguish, loss of enjoyment of life and special damages;

(d) Punitive damages in an amount to be determined by the enlightened conscious of the jury to be sufficient to punish Defendants for their conduct toward Plaintiffs and deter Defendants from similar conduct in the future;

(e) Damages for breach of Plaintiffs' contracts;

(f) Reasonable attorneys' fees and costs pursuant to 42 U.S.C. § 1988, O.C.G.A. § 13-6-11, and O.C.G.A. § 51-10-6(b);

(g) A full accounting;

(h) Judgment against Defendants for damages incurred by Plaintiffs;

(i) Judgment against Defendants in such an amount as will fully and adequately compensate Plaintiffs; and

(j) Other and further relief as the Court deems just and proper.

PLAINTIFFS DEMAND A TRIAL BY JURY.

This 20th day of September, 2012.

Respectfully submitted,

/s/ Edward D. Buckley
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Counsel for Plaintiffs

CERTIFICATE OF COMPLIANCE

The undersigned counsel certifies that the foregoing has been prepared in Times New Roman (14 point) font, as approved by the Court in LR 5.1B.

BUCKLEY & KLEIN, LLP

By: /s/ Edward D. Buckley
Edward D. Buckley
Georgia State Bar No. 092750

COUNSEL FOR PLAINTIFFS

JS44 (Rev. 04/12 NDGA)

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Kamina Pinder and Scott Sigman

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Fulton
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANT(S)

John Marshall Law School, LLC and John Marshall Law School

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

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(404) 781-1100

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION
(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. GOVERNMENT PLAINTIFF
- ☒ 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
- ☐ 2 U.S. GOVERNMENT DEFENDANT
- ☐ 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES
(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
(FOR DIVERSITY CASES ONLY)

PLF	DEF		PLF	DEF	
☒ 1	☐ 1	CITIZEN OF THIS STATE	☐ 4	☒ 4	INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
☐ 2	☐ 2	CITIZEN OF ANOTHER STATE	☐ 5	☐ 5	INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
☐ 3	☐ 3	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	☐ 6	☐ 6	FOREIGN NATION

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

☒ 1 ORIGINAL PROCEEDING ☐ 2 REMOVED FROM STATE COURT ☐ 3 REMANDED FROM APPELLATE COURT ☐ 4 REINSTATED OR REOPENED ☐ 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District) ☐ 6 MULTIDISTRICT LITIGATION ☐ 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Violation of retaliation, race and sex provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000 et seq. and pursuant to 42 U.S.C. §1981.

(IF COMPLEX, CHECK REASON BELOW)

- ☐ 1. Unusually large number of parties.
- ☐ 2. Unusually large number of claims or defenses.
- ☐ 3. Factual issues are exceptionally complex
- ☐ 4. Greater than normal volume of evidence.
- ☐ 5. Extended discovery period is needed.
- ☐ 6. Problems locating or preserving evidence
- ☐ 7. Pending parallel investigations or actions by government.
- ☐ 8. Multiple use of experts.
- ☐ 9. Need for discovery outside United States boundaries.
- ☐ 10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT #	AMOUNT $	APPLYING IFP	MAG. JUDGE (IFP)

JUDGE _____ MAG. JUDGE (Referral) _____ NATURE OF SUIT _____ CAUSE OF ACTION _____

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK
- ☐ 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- ☐ 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- ☐ 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK
- ☐ 110 INSURANCE
- ☐ 120 MARINE
- ☐ 130 MILLER ACT
- ☐ 140 NEGOTIABLE INSTRUMENT
- ☐ 151 MEDICARE ACT
- ☐ 160 STOCKHOLDERS' SUITS
- ☐ 190 OTHER CONTRACT
- ☐ 195 CONTRACT PRODUCT LIABILITY
- ☐ 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK
- ☐ 210 LAND CONDEMNATION
- ☐ 220 FORECLOSURE
- ☐ 230 RENT LEASE & EJECTMENT
- ☐ 240 TORTS TO LAND
- ☐ 245 TORT PRODUCT LIABILITY
- ☐ 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK
- ☐ 310 AIRPLANE
- ☐ 315 AIRPLANE PRODUCT LIABILITY
- ☐ 320 ASSAULT, LIBEL & SLANDER
- ☐ 330 FEDERAL EMPLOYERS' LIABILITY
- ☐ 340 MARINE
- ☐ 345 MARINE PRODUCT LIABILITY
- ☐ 350 MOTOR VEHICLE
- ☐ 355 MOTOR VEHICLE PRODUCT LIABILITY
- ☐ 360 OTHER PERSONAL INJURY
- ☐ 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- ☐ 365 PERSONAL INJURY - PRODUCT LIABILITY
- ☐ 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- ☐ 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK
- ☐ 370 OTHER FRAUD
- ☐ 371 TRUTH IN LENDING
- ☐ 380 OTHER PERSONAL PROPERTY DAMAGE
- ☐ 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK
- ☐ 422 APPEAL 28 USC 158
- ☐ 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK
- ☐ 441 VOTING
- ☒ 442 EMPLOYMENT
- ☐ 443 HOUSING/ ACCOMMODATIONS
- ☐ 444 WELFARE
- ☐ 440 OTHER CIVIL RIGHTS
- ☐ 445 AMERICANS with DISABILITIES - Employment
- ☐ 446 AMERICANS with DISABILITIES - Other
- ☐ 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK
- ☐ 462 NATURALIZATION APPLICATION
- ☐ 463 HABEAS CORPUS- Alien Detainee
- ☐ 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK
- ☐ 510 MOTIONS TO VACATE SENTENCE
- ☐ 530 HABEAS CORPUS
- ☐ 535 HABEAS CORPUS DEATH PENALTY
- ☐ 540 MANDAMUS & OTHER
- ☐ 550 CIVIL RIGHTS - Filed Pro se
- ☐ 555 PRISON CONDITION(S) - Filed Pro se
- ☐ 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK
- ☐ 550 CIVIL RIGHTS - Filed by Counsel
- ☐ 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK
- ☐ 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- ☐ 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK
- ☐ 710 FAIR LABOR STANDARDS ACT
- ☐ 720 LABOR/MGMT. RELATIONS
- ☐ 740 RAILWAY LABOR ACT
- ☐ 751 FAMILY and MEDICAL LEAVE ACT
- ☐ 790 OTHER LABOR LITIGATION
- ☐ 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK
- ☐ 820 COPYRIGHTS
- ☐ 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK
- ☐ 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK
- ☐ 861 HIA (1395ff)
- ☐ 862 BLACK LUNG (923)
- ☐ 863 DIWC (405(g))
- ☐ 863 DIWW (405(g))
- ☐ 864 SSID TITLE XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK
- ☐ 870 TAXES (U.S. Plaintiff or Defendant)
- ☐ 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK
- ☐ 375 FALSE CLAIMS ACT
- ☐ 400 STATE REAPPORTIONMENT
- ☐ 430 BANKS AND BANKING
- ☐ 450 COMMERCE/ICC RATES/ETC.
- ☐ 460 DEPORTATION
- ☐ 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- ☐ 480 CONSUMER CREDIT
- ☐ 490 CABLE/SATELLITE TV
- ☐ 891 AGRICULTURAL ACTS
- ☐ 893 ENVIRONMENTAL MATTERS
- ☐ 895 FREEDOM OF INFORMATION ACT
- ☐ 950 CONSTITUTIONALITY OF STATE STATUTES
- ☐ 890 OTHER STATUTORY ACTIONS
- ☐ 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK
- ☐ 410 ANTITRUST
- ☐ 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK
- ☐ 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND $_____

JURY DEMAND ☒ YES ☐ NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE_____ DOCKET NO._____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)
- ☐ 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- ☐ 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- ☐ 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- ☐ 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- ☐ 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- ☐ 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

☐ 7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case ☐ IS ☐ IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

SIGNATURE OF ATTORNEY OF RECORD

9/20/2012
DATE

Exhibit B

Fulcher Second Amended Complaint

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

PATRICE FULCHER, Plaintiff v. JOHN MARSHALL LAW SCHOOL LLC (DE) and JOHN MARSHALL LAW SCHOOL, Defendants.	CIVIL ACTION File No. 1:16-cv-04536-LMM-LTW JURY TRIAL DEMANDED

SECOND AMENDED COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

Plaintiff PATRICE FULCHER ("Ms. Fulcher" or "Plaintiff") files this Second Amended Complaint against Defendants JOHN MARSHALL LAW SCHOOL, LLC (DE) AND JOHN MARSHALL LAW SCHOOL, (hereinafter collectively referred to as " JMLS") showing the Court as follows.

INTRODUCTION

1.

Plaintiff Patrice Fulcher is a former Tenured Associate Professor at JMLS. The instant lawsuit arises out of JMLS' violation of Ms. Fulcher's civil

rights.

JURISDICTION AND VENUE

2.

Plaintiff makes claims under 42 U.S.C. § 1981, the Equal Pay Act of 1963, 29 U.S.C. § 209(d)(1) ("EPA"), and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII") presenting federal questions over which the Court has jurisdiction pursuant to 28 U.S.C. § 1331.

3.

Pursuant to 28 U.S.C. § 1391(b) and 42 U.S.C. § 2000e-5(f)(3), the Court is an appropriate venue for Plaintiff's claims because all of the parties reside and/or conduct business within the Northern District of Georgia and the unlawful employment practices giving rise to Plaintiff's claims occurred in this judicial district.

PARTIES

4.

Ms. Fulcher was an employee of the Defendants, and resided in the Northern District of Georgia at all times material to the Complaint. Ms. Fulcher subjects herself to the Court's jurisdiction.

5.

Defendant JOHN MARSHALL LAW SCHOOL, LLC (DE) is a for-profit company licensed to do business in Georgia. JOHN MARSHALL LAW SCHOOL, LLC (DE) transacts business in the Northern District of Georgia.

6.

Defendant JOHN MARSHALL LAW SCHOOL is a not for-profit company licensed to do business in Georgia. JOHN MARSHALL LAW SCHOOL transacts business in the Northern District of Georgia.

7.

Plaintiff was employed by Defendants at 1422 West Peachtree Street, N.W., Atlanta, Georgia 30309. All or substantially all of the unlawful conduct giving rise to the Complaint occurred at that address.

8.

Defendant JOHN MARSHALL LAW SCHOOL, LLC (DE) is subject to the Court's jurisdiction and may be served with process through its registered agent for service of process, Malcolm Morris at 1422 West Peachtree Street, N.W., Atlanta, Georgia 30309.

9.

Defendant JOHN MARSHALL LAW SCHOOL is a not-for-profit corporation and is subject to the Court's jurisdiction and may be served with

process through its registered agent for service of process, Malcolm Morris at 1422 West Peachtree Street, N.W., Atlanta, Georgia 30309.

ADMINISTRATIVE PROCEEDINGS

10.

Plaintiff timely filed a charge of discrimination with the United States Equal Employment Opportunity Commission ("EEOC").

11.

Plaintiff received the Notice of Right to Sue from the EEOC within the last (90) days and has complied with all other conditions precedent to the assertion of her claims under the Section 1981, Title VII, and the EPA in this lawsuit.

FACTUAL ALLEGATIONS

12.

Ms. Fulcher is a highly educated African-American woman. She is greatly respected in the criminal defense and legal education community in Georgia. Ms. Fulcher earned her Bachelor of Arts degree in 1992 from Howard University, and obtained her Juris Doctor Degree in 1995 from Emory University School of Law.

13.

Prior to teaching at JMLS, Ms. Fulcher successfully represented indigent clients in Georgia facing the death penalty as well as all other major felony offenses while serving as a Senior Staff Attorney for the Georgia Capital Defender and the Fulton County Public Defender offices, a Senior Staff Attorney for the Georgia Fulton County Conflict Defender, and the Felony Trial Division of the Georgia Indigent Defense Council.

14.

Ms. Fulcher also provided representation and research for abused and neglected children with the DeKalb County Georgia Juvenile Court, and litigated against unconstitutional jail conditions and practices with the Southern Center for Human Rights. She also spent time as a solo practitioner and developed a civil law practice while maintaining a criminal caseload. She handled contract disputes, domestic cases, incorporations, and wills.

15.

Additionally, Ms. Fulcher was, and still is, a core instructor for Gideon's Promise, and has been a litigation instructor for The Kentucky Death Penalty Institute, The Mississippi Office of the State Public Defender Training Division, The Georgia Public Defender Standards Council, The Fulton County Public Defender Office, the American Bar Association NACDL National Defender

Training Program, and was invited to join the National Criminal Defense College Faculty.

16.

Based on her legal training, expertise, and practical skills, Ms. Fulcher was more than qualified to teach doctrinal classes at JMLS when she was first hired. She was also uniquely qualified to teach Criminal Law, criminal procedure, advanced criminal procedure, and any class dealing with the representation of clients.

17.

In 2007 when Ms. Fulcher interviewed for a position at JMLS, the interviewing committee asked what courses she could teach. She explained she could teach any Criminal Law, Procedure, and Trial Advocacy Class. The committee then asked if she had the skills to teach Legal Research Writing and Analysis ("LRWA") classes.

18.

Given Ms. Fulcher's background in motions practice and brief writing, she told them she was qualified to teach LWRA classes as well, but her background lent itself to teaching criminal doctrinal classes.

19.

The interviewing committee also asked Ms. Fulcher during the course of her interview about her scholarly agenda.

20.

Ms. Fulcher informed the interviewing committee that she was working on articles surrounding the prison industrial complex: the illegal forced labor of incarcerated persons in violation of the Thirteenth Amendment to the United States Constitution, the erosion of the Fourth Amendment to the U.S. Constitution, and other Constitutional, Criminal Law issues.

21.

In spite of Ms. Fulcher's extensive background in Criminal Law, procedure, and practical skills base, the head of the recruitment committee at the time, Professor Daniel Piar, a white male, told her to do her job talk to the JMLS faculty on a skills topic instead of a doctrinal subject.

22.

Ms. Fulcher did as she was instructed, and gave an exceptional presentation.

23.

Ms. Fulcher later learned that during the discussion of her candidacy, some of the JMLS faculty wanted to hire her as a doctrinal professor, but Professor

Piar told them that since she did her job talk on a Skills topic, they should consider only whether to hire her for a Skills faculty position.

24.

Consequently, in 2007, JMLS hired Ms. Fulcher as a Skills Professor teaching LRWA and trial litigation classes. She, like every other African-American female professor before her, was steered toward teaching LRWA as a Skills professor as opposed to doctrinal courses.

25.

Up to that point, every African-American woman on the faculty at JMLS had been hired as Skills professors in spite of their legal education, experience, and qualifications to teach doctrinal classes.

26.

During the same period in which Attorney Fulcher was recruited, two white males, Attorney Michael Mears, and Attorney Jonathan Rapping, were also hired as professors at JMLS.

27.

These white men attended similarly or lower ranked law schools, and possessed a similar public defense background. Yet, both men were hired as doctrinal professors, and assigned to teach Criminal Law classes without any

mention to them about teaching in the Skills department.

28.

In 2007, Skills professors were paid less than Doctrinal professors. Skills professors also were not permitted to be on a tenure track. In short, the professors in the Skills Department were underpaid, overworked, and became (what is known as in the Legal Academy) a preverbal "pink ghetto," populated predominantly by women and in particular, African-American women.

29.

The first year Ms. Fulcher was hired, she was appointed by Dean Richardson Lynn, to serve on the Faculty Recruitment Committee (one of the most work-intensive faculty committees usually reserved for senior or tenured law professors) in addition to other faculty committees. That same year, Dean Lynn also asked that Ms. Fulcher to create and coordinate the inaugural Fred Gray Luncheon and Social Justice Symposium. Ms. Fulcher had no choice but to say yes.

30.

The following year Ms. Fulcher was appointed to Chair the Faculty Recruitment Committee. An appointment of this nature as a junior faculty member is something completely unheard of in the Legal Academy.

31.

As a result, Ms. Fulcher's first year at JMLS was extremely work-intensive. She taught three LRWA Sections, interviewed professorial candidates on the recruitment committee, worked on the Faculty Development Committee, and created and organized the Fred Gray Social Justice Luncheon and Seminar without any additional pay.

32.

Additionally, JMLS needed a professor to teach Criminal Law during the summer of Ms. Fulcher's first year. Given her expertise, the JMLS Associate Dean asked Ms. Fulcher to teach the class.

33.

Ms. Fulcher accepted the additional responsibility and received extremely high reviews.

34.

Ms. Fulcher was so proficient in her teaching that JMLS requested that she continue to teach Criminal Law in addition to her Skills Classes. Attorney Fulcher agreed and taught both Skills and Doctrinal classes, but was only compensated at the Skills Faculty rate.

35.

In 2009, The American Bar Association conducted a site visit at JMLS. One of the reviewers expressed concern to Ms. Fulcher about the amount of teaching and service requirements that she was required to handle. The investigator specifically met with all of the African-American women on faculty (except one who was not available) and expressed concerns to them about the disparate treatment of women (especially African-American women) on the faculty.

36.

From 2007-2009, the Skills Faculty met with Dean Lynn and asked that they be paid equally to the Doctrinal Faculty. Dean Lynn indicated to them that he would only pay the Skills Faculty equal to the Doctrinal Faculty if they were placed on tenure track. He also insinuated that he did not think that the faculty would vote to place them on tenure track because they were in the Skills Department.

37.

In 2009 Dean Lynn allowed the JMLS faculty to vote on whether Skills faculty could be placed on tenured track. By vote of the faculty, Skills professors were placed on tenure track, but were not give parity in pay.

38.

Skills Professors were given a slight increase in pay, but it was not equivalent to what was paid to the Doctrinal Faculty.

39.

By that time Ms. Fulcher was still teaching Doctrinal Criminal Law classes and Skills Courses (LRWA, Trial Advocacy, and Pre-Trial Practice), but was compensated less than the white male JMLS Professors, and white female Doctrinal Professors.

40.

In 2009, there also arose a need for a Criminal Law tenured track professor position at JMLS. Ms. Fulcher asked to be placed on the ballot for this position since she had taught Criminal Law at JMLS for several summer sessions and six semesters straight (with high student and faculty evaluations), but Dean Lynn refused.

41.

Dean Lynn did, however, tell Ms. Fulcher that she could try to apply for the position by going through the entire screening interviewing process and give a job talk to the faculty again.

42.

In opposition to the Dean's decision to not allow Ms. Fulcher to be placed

on the ballot, the JMLS faculty refused to vote for any of the Criminal Law professor candidates that applied. Consequently, Ms. Fulcher was still needed to teach Criminal Law. So she continued to teach Skills and Doctrinal courses while receiving unequal pay.

43.

In 2010, a white female Skills Professor was allowed to teach a Doctrinal course for a semester. After teaching the course only once, and only for one semester, the white female professor asked Dean Lynn to be placed on the faculty ballot to be hired as a Doctrinal Professor.

44.

Dean Lynn agreed, and placed her name on the ballot without any additional requirements.

45.

Upon finding this out, Ms. Fulcher asked that she be afforded the same treatment as the white female professor. The Dean reluctantly agreed, and sent an email to the faculty saying simply, "And Patrice wishes to be added to the ballot."

46.

In December of 2010, the Faculty met to vote on the new professorial

candidates. During that meeting, Dean Lynn expressed to the faculty that because Ms. Fulcher had not written any articles at that time, it would be unlikely that she would get tenure.

47.

However, the JMLS faculty unanimously voted for Ms. Fulcher to solely become a member of the Doctrinal faculty. Dean Lynn called to inform Ms. Fulcher of the decision, said that he was congratulating her over his "dead body," and hoped that she would still teach some Skills courses given her high proficiency in that area as well.

48.

In 2011, Ms. Fulcher went to Dean Lynn and told him that now that she was teaching at the doctrinal level, she should have a salary increase. However, Dean Lynn refused to raise her salary to that of the other similarly situated white Doctrinal professors.

49.

During the course of the JMLS 2010-11 academic year, an ABA site team recommended against accrediting a Savannah campus of John Marshall Law School.

50.

At a faculty meeting, Professor Lisa Tripp asked why the ABA made the recommendation. The Dean replied that it was for irrelevant reasons, like the "lack of African-American tenured faculty."

51.

In 2014, Ms. Fulcher became the first African-American woman to receive tenure since John Marshall Law School's inception in 1933.

52.

Notwithstanding Ms. Fulcher's historic achievement, she did not receive a salary increase.

53.

In 2015, even though Ms. Fulcher was due a salary increase, she did not receive one, notwithstanding her status as a tenured professor, and longstanding outstanding faculty and student evaluations.

54.

In 2015, Ms. Fulcher approached the new Dean of the law school, Dean Malcolm Morris, and advised him that she was paid less than similarly situated doctrinal, tenured professors.

55.

Dean Morris did not rectify the situation. He instead advised Ms. Fulcher to

increase her work load by teaching additional classes and creating online courses in order to get paid the same as similarly situated tenured, doctrinal professors.

56.

On July 31, 2015, Ms. Fulcher terminated her employment with JMLS.

57.

In 2015, a discrimination investigation was launched on behalf of another African-American female professor.

58.

On information and belief, the investigatory report concluded that African-American female professors were subjected to discrimination in their compensation, and subjected to a hostile working environment at JMLS.

59.

On information and belief, the report found that women and specifically African-American Women on the faculty of JMLS have been paid significantly less than their White male counterparts who are similarly situated. Because of this ongoing discrimination against African Americans and women, Ms. Fulcher refused to renew her teaching contract with JMLS in spite of her tireless efforts to gain tenure, her commitment to the JMLS faculty and students, and her impressive standing and growing reputation in the Legal Academy in her area of

scholarship.

COUNT I – 42 U.S.C. § 1981 Race Discrimination

60.

All preceding paragraphs are incorporated herein by reference.

61.

At all times material to this Complaint, Plaintiff and Defendants were parties to an employment agreement under which Plaintiff worked for Defendants and Defendants compensated her for her work.

62.

Plaintiff performed her obligations under her employment agreement.

63.

42 U.S.C. § 1981 prohibits Defendants from discriminating against Plaintiff on the basis of race with regard to the making and enforcing of her employment agreement with Defendants.

64.

The above-pled discriminatory conduct toward Plaintiff, including, but not limited to, disparate treatment based on race, and discriminatory pay levels, constitute unlawful race discrimination against Plaintiff in the terms and conditions of her employment in violation of 42 U.S.C. § 1981.

65.

Defendants undertook their conduct intentionally and maliciously with respect to Plaintiff and her federally protected rights, or additionally, and in the alternative, undertook their conduct recklessly with respect to Plaintiff and her federally protected rights entitling her to recover punitive damages against them.

66.

As a direct and proximate result of the Defendants' violations of 42 U.S.C. § 1981, Plaintiff has suffered damages including lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

COUNT II – Sex Discrimination in Violation of the Equal Pay Act

67.

All preceding paragraphs are incorporated herein by reference.

68.

Plaintiff was an "employee" of Defendants as that term is defined by the Equal Pay Act of 1963, 29 U.S.C. § 203(e)(1).

69.

Defendants are "employers" within the meaning of the Equal Pay Act of 1963, 29 U.S.C. § 203(d).

70.

Plaintiff is a female, and certain similarly situated male employees earned higher wages than she did even though they performed the same or a similar job.

71.

Defendants cannot demonstrate that the difference in wages paid to Plaintiff and to her comparators is justified on any permissible basis under the Equal Pay Act of 1963.

72.

Defendants compensated Plaintiff less than male employees that were similarly situated to her in all relevant respects because of Plaintiff's gender.

73.

Defendants' refusal to compensate Plaintiff in an amount equal to that earned by her male comparators was willful.

74.

As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered damages.

75.

Plaintiff is entitled to all appropriate damages, remedies, and relief available under the Equal Pay Act for wage violations, including compensation in the

amount of the difference between the wages, benefits, and other remuneration that she earned and that which were earned by her male comparators; an additional equal amount as liquidated damages; and reasonable attorney's fees, court costs, and expenses.

COUNT III – Race Discrimination in Violation of Title VII

76.

All preceding paragraphs are incorporated herein by reference.

77.

At all relevant times, Plaintiff was an "employee" of Defendants within the meaning of Title VII, 42 U.S.C. § 2000e(f).

78.

Defendants meet the definition of an "employer" under Title VII, 42 U.S.C. § 2000e(b).

79.

Plaintiff is a member of a protected class because she is African American.

80.

The above-pled discriminatory conduct toward Plaintiff, including, but not limited to, disparate treatment based on race, and discriminatory pay levels, constitutes unlawful race discrimination against Plaintiff in violation of Title VII.

81.

Defendants acted in bad faith, willfully and wantonly disregarded Plaintiff's rights under Title VII, and acted in reckless disregard for her rights under Title VII.

82.

As a result of Defendants' discriminatory conduct, Plaintiff has suffered lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

83.

Pursuant to Title VII, Plaintiff is entitled to damages including, back pay and lost benefits, front pay or reinstatement in lieu of front pay, compensatory damages, punitive damages, attorneys' fees and costs of litigation, and all other relief recoverable under Title VII and statutes providing for relief under Title VII.

COUNT IV – Sex Discrimination in Violation of Title VII

84.

All preceding paragraphs are incorporated herein by reference.

85.

At all relevant times, Plaintiff was an "employee" of Defendants within the meaning of Title VII, 42 U.S.C. § 2000e(f).

86.

Defendants meet the definition of an "employer" under Title VII, 42 U.S.C. § 2000e(b).

87.

Plaintiff is a member of a protected class because she is a woman.

88.

The above-pled discriminatory conduct toward Plaintiff, including, but not limited to, disparate treatment based on sex, and discriminatory pay levels, constitutes unlawful sex discrimination against Plaintiff in violation of Title VII.

89.

Defendants acted in bad faith, willfully and wantonly disregarded Plaintiff's rights under Title VII, and acted in reckless disregard for her rights under Title VII.

90.

As a result of Defendants' discriminatory conduct, Plaintiff has suffered lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

91.

Pursuant to Title VII, Plaintiff is entitled to damages including, back pay and lost benefits, front pay or reinstatement in lieu of front pay, compensatory

damages, punitive damages, attorneys' fees and costs of litigation, and all other relief recoverable under Title VII and statutes providing for relief under Title VII.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands a **TRIAL BY JURY** and that the following relief be granted:

a) A declaratory judgment that Defendants engaged in unlawful employment practices in violation of Section 1981, the EPA, and Title VII;

b) An injunction prohibiting Defendants from engaging in unlawful employment practices in violation of Section 1981, the EPA, and Title VII;

c) An award of back wages to compensate Plaintiff for unequal pay;

d) Front pay or reinstatement in lieu of front pay;

e) Liquidated damages for violation of the Equal Pay Act pursuant to 29 U.S.C. § 216;

f) An award of prejudgment and post judgment interest as required by law;

g) An award of compensatory damages, in an amount to be determined by the enlightened conscience of the jury, for Plaintiff's emotional distress, suffering, inconvenience, mental anguish, loss of enjoyment of life and special damages;

h) Punitive damages in an amount to be determined by the enlightened

conscious of the jury to be sufficient to punish Defendants for their conduct toward Plaintiff and deter them from similar conduct in the future;

i) Reasonable attorneys' fees and expenses; and

j) Other and further relief as the Court deems just and proper.

Respectfully submitted,

BUCKLEY BEAL, LLP

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